GENERAL CONDITIONS OF THE CONTRACT FOR DOMESTIC AND INTERNATIONAL AIR CARRIAGE OF PASSENGERS AND LUGGAGE IN COLOMBIA OF FAST COLOMBIA S.A.S.

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CHAPTER I. APPLICATION AND DEFINITIONS

Article 1. - APPLICATION.

1.1. The terms and conditions established in this contract (these "General Conditions") apply to the carriage of Passengers and Luggage on flights within the Republic of Colombia and international flights operated by Fast Colombia S.A.S. - VivaColombia ("VC") and those operated by Airlines with which VC has commercial cooperation agreements.
1.2. Unless otherwise established herein, these General Conditions only apply to those flights or flight segments where the name "VIVACOLOMBIA" and/or "FAST COLOMBIA S.A.S." and/or their Designator Codes are indicated in the Ticket box corresponding to the carrier for that flight or flight segment.

1.3. Without prejudice to the right to information a Passenger is entitled to in accordance with the current legislation, VC reserves the right to enter into commercial cooperation agreements with other Airlines. This means that although the Designator Code of VC is shown on the Ticket (hereinafter defined), the Airline that will operate the flight may be a different one.

1.4. Without prejudice to the Passenger’s rights, VC reserves the right to entrust one or more other carriers, with the carriage referred to in the Contract of Carriage by which the Passenger that accepts by agreeing to be subject to the contract and/or the carriage conditions of the company undertaking the transportation.

1.5. If an Air Transportation: (hereinafter defined) is made via charter flight in accordance with a special agreement for this type of flight, the terms and conditions of such special agreement shall apply first and, in the event that a Ticket is issued, the conditions established therein shall apply; to the extent not covered under the terms and conditions of the special agreement, these General Conditions shall apply as applicable.

**Article 2. - DEFINITIONS.**

*Optional Services:* Services a Passenger may acquire as an addition to the Product initially acquired.
Aerocivil: Special Administrative Unit of Civil Aeronautics (“UAEAC” in its initials in Spanish), or its substitute.

Aircraft: Any machine that may bear its weight and move in the atmosphere from air reactions other than the reactions thereof against the surface of the earth and being suitable for carrying useful weights (persons or things).

Airline or Carrier: Means an air carrier or transporter, a commercial air service company for public transportation whose Designator Code appears in the Ticket; which, for the purposes of this contract, shall be Fast Colombia S.A.S. - VivaColombia or VC; terms that may be jointly or separately used in this contract, the Ticket, or in other documents with the Designator Code, or otherwise.

Air Transportation: Carriage of persons or things from a point of origin to a point of destination by aircraft.

Boarding Pass: A document giving a Passenger permission to get on board and occupy a specified seat on the aircraft for the flight.

Carry-on Luggage: Luggage whose custody is kept by the Passenger during the flight and the transportation of which is authorized by VC in accordance with these General Conditions, the Fare Conditions and the Airline policies and procedures. Carry-on Luggage is composed by one (1) Personal Item (Free) and one (1) Luggage On-Board (additional fee) and both shall meet the size and weight standards established by VC (See Annex V).

Check-in (Documentation): Check-in process a Passenger should follow to obtain a Boarding Pass.
Checked Luggage: The Luggage for which a Passenger pays, taken into custody by VC, and for which a Luggage Ticket has been issued. The Checked Luggage shall meet the weight and volume standards established by VC (Annex V).

Contract Conditions: Those elements being an integral part of the Contract of Carriage being entered into with VC and included herein, in the Ticket, in the Fare Conditions, and in the Policies, Procedures, and Manuals of the Airline, when applicable, and to which reference may be made in the Ticket. Also, conditions of any kind for Special Transportations are part of the Contract Conditions.

Contract of Carriage: The Air Transportation: contract entered into between VC and a Passenger.

Convention: Means any of the following instruments or those superseding, adding to or otherwise amending them, as applicable:

a. The Warsaw Convention, signed on October 12, 1929.


g. Decision 619 of the Andean Community.

Damage: Includes any Damage, as well as death, injuries, bodily injuries to a Passenger, Damage to or total or partial loss of Luggage, derived directly from the Air Transportation: service provided by VC.
**Days**: Calendar days, understanding, unless otherwise expressly stated, that: (i) for the purpose of Notifications, the day in which a Notification is sent shall not be counted, (ii) for purposes of determining the validity term of a Ticket, the date of issue and the date the flight starts shall not be counted.

**Designator Code**: Characters or letters identifying a specific carrier.

**Failing to Show Up**: When a Passenger does not show up at the counter or the room within the stipulated periods of time to carry out the Check-in (Documentation) process, and fails to board the Aircraft in accordance with the procedures of the Airline, which are available on Annex IV.

**Itinerary**: A document or documents issued by the Carrier to the Passenger, containing the Passenger’s name, flight information, and notices.

**Luggage**: Articles, belongings, and property of a Passenger, necessary or appropriate for his/her trip. Unless otherwise specified, Luggage includes both Carry-on Luggage and Checked Luggage.

**Luggage on board**: is the second piece of Carry-on Luggage that the Passenger can take paying additional charges. It must be located on the overhead bins during the flight. It must meet the size and weight standards established by VivaColombia (See Annex V).

**Luggage Ticket**: A document that, when issued, is considered part of the Ticket and relates to the carriage of Checked Luggage. A Luggage Ticket shall be issued for each piece of Checked Luggage, and consists of two parts: (i) a password, which should be kept by the Passenger for identification purposes of each piece of Checked Luggage and which allows him/her to pick it up at the destination, and (ii) a Luggage identification card.
**Passenger:** Any person who has been or will be transported in an Aircraft under the Contract of Carriage. Crew members performing their work duties are not considered Passengers for these purposes.

**Personal Item:** is the first piece of Carry-on Luggage allowed by VivaColombia with no additional cost as long as it complies the weight and measure specified on Annex V.

**Product:** The various types of services offered by VC and acquired by a Passenger when entering into the Contract of Carriage, which may be modified from time to time, and which differs by their features and the rights attached to each of them.

**Stopover:** A stop during Air Transportation: between the point of origin and the point of destination.

**Fare:** Price charged for the transportation by VC, comprising of commissions and all standards and conditions setting or affecting the final price paid by a Passenger under the Contract of Carriage, these General Conditions, and the Fare Conditions.

**Fare Conditions:** Those terms and conditions applicable to each of the Fares charged by VC, including, but not limited to, the Ticket validity term; the Fare validity term; the Fare application requirements; the applicable penalties for Failing to Show Up, cancellations, and changes; the possibility of reimbursement or non-reimbursement of the price paid and the conditions thereof; and the possibility of transferring the Ticket.

**Travel Agency:** Any Travel Agency authorized to develop its company purpose in accordance with the applicable legislation, with which VC has executed a contract for the Acquisition of the Right to Distribute Products and Services.
CHAPTER II. REGULATIONS

The domestic and international standards and provisions, applicable to the Scheduled Air Carriage of Passengers and Luggage in flights operated by VC are the following:

Article 3. - NATIONAL STANDARDS (APPLICABLE TO DOMESTIC FLIGHTS IN COLOMBIA).

3.1. Law 105 of 1993. By which the Special Administrative Unit of Civil Aeronautics, as a specialized Entity attached to the Ministry of Transport, is authorized to perform duties related to the Air Transportation: and to establish the guidelines for the provision of this service.

3.2. Law 336 of 1996. "General Transportation Bylaw". As a standard governing the Air Transportation: , it identifies the principles and criteria being the basis of the air public transportation, in accordance with the Law 105 of 1993.


3.4. Aviation Regulations of Colombia (RAC in its initials in Spanish). – Third Part, Paragraphs 3.10 and the following, which regulate the rights and duties of the users or Passengers and the carrier.

3.5. Law 1480 of 2011. – Consumer Protection Bylaw.

Article 4. - INTERNATIONAL STANDARDS (APPLICABLE TO INTERNATIONAL FLIGHTS FROM AND TO COLOMBIA).


4.2. The Hague Protocol of 1955. – Amended the original version of the Warsaw Convention.

4.3. The Montreal Protocols of 1975. - There are four Protocols amending, among other issues, those related to the way the limits of liability in relation to the contract for international Air Transportation should be expressed.

4.4. The Montreal Convention of 1999. - Establishes the liability of the carrier and the extent of compensation for Damages caused by death or injuries of Passengers, Luggage Damage, and delays in international Air Transportation, and also regulates issues related to the transportation documents and other general issues related to the Contract for International Air Transportation.

4.5. Decision 619 of the Andean Community. - Applies to those countries being part thereof. This Decision regulates the rights and obligations of users, carriers and operators of scheduled and non-scheduled Air Transportation services in relation to the Contract for International Air Transportation between countries that are part of this community.

4.6. Regarding the Liability Regulations of the Carrier in international transportation, additional to the Warsaw and Montreal Conventions, except as provided in such conventions, the Contract of Carriage is subject to

   I. The provisions included in this contract and other applicable regulations being an integral part thereof.
II. The regulations applicable to flights in Colombia and/or those applicable to flights of other Airlines with which there are cooperation commercial agreements.

CHAPTER III. PREVAILING APPLICABLE LAW

Article 5. - GENERAL CONDITIONS

5.1. These General Conditions are the Carrier’s conditions of carriage and are incorporated and referenced in, and made available to Passengers on the Carrier’s website at www.vivacolombia.co, and are further made available to Passengers at the VC offices.

5.2. Also, these General Conditions supplement the terms and conditions established in:

I. The Ticket.

II. The VC Fare Conditions, in accordance with the approvals and/or records made for these before Aerocivil.

III. The Itineraries.


5.3. It is the Passenger’s obligation to read the regulations and conditions contained in the above documents, which have been posted on the VC web page, www.vivacolombia.co, under the Link "Terms and Conditions”.

5.4. The Passenger accepts these General Conditions, as well as those contained in the applicable standards.
5.5. These General Conditions are applicable unless they are inconsistent with the authorized applicable Fare Conditions, standards, or any Convention, in which event such Fare Conditions, standards, and Conventions shall prevail. If any provision of these General Conditions is not valid for being contrary to any of the above, the other provisions shall remain valid.

5.6. Any amendments to, suspensions, or invalidations of these General Conditions or any document or regulation being part of the Contract of Carriage and/or the Fare Conditions made by any person other than VC, including any Passengers, employees, salesclerks, or VC authorized Agents, will be null and void. No person other than VC is authorized to alter the provisions of these General Conditions or the Contract of Carriage, or to exempt compliance with them.

**Article 6. - RESERVATIONS AND USE OF DATA**

6.1. A reservation will be considered once it has a payment. Reservations made to travel with VC are to be paid immediately to prevent any cancellation risk without notice and are subject to Annex VI of Optional Services, except the additional service “Lock your fare”.

6.2. The Passenger acknowledges that the personal information collected by VC is provided for the purposes of making a reservation, purchasing and issuing a Ticket and all other ancillary documents relating to the Ticket and purchased Product, obtaining Optional Services, acquiring or providing services, commercial use by VC, conducting marketing activities and research, handling customer relations issues, facilitating immigration procedures facilitating security checks, and making available such personal information to government agencies or emergency services, in connection with the trip. For these
purposes, the Passenger authorizes VC to keep this information and transmit it to its offices, Authorized Agents, Government agencies, other Carriers or the providers of the services contracted with or through VC. VC undertakes to protect the Passenger personal information to prevent it from being used for improper purposes.

6.3. The Passenger is responsible for providing true information. VC is not required to take responsibility for any Damages derived from false or erroneous information by the Passenger or whoever purchased the Ticket.

**Article 7. - TICKETS**

7.1. VC shall provide the transportation service only to the Passenger named in the Ticket, to whom proper identification may be requested.

7.2. The Ticket and the Optional Services are personal and not transferable. However, VC reserves the right to approve a name change in the Ticket, in which case, a new Ticket shall be issued, subject to the applicable Contract Conditions. A charge for this service may apply in this case as provided in the Fare Conditions. Changes are made as long as none of the contracted routes has been flown, and as long as the Check-in (Documentation) process has not been completed.

7.3. The Ticket shall be issued once the payment of the Fare is made.

7.4. VC may impose a charge or penalty on the Passenger for not using the Ticket due to No Show.

7.5. The name of the Carrier may appear in the Ticket in an abbreviated manner.
7.6. The agreed Stopover points will appear in the Ticket or in the Itineraries published by the Carrier.

7.7. Without prejudice to any other restrictions for the carriage of Passengers that may apply, VC is not required to transport a Passenger if it is not verified that the reservation and the Ticket price payment have been made and provided that the Passenger provides VC with valid photo identification.

7.8. Without prejudice to those cases in which transportation is not carried out due to force majeure, as understood in the local law, or by reasons attributable to the Airline, where by reason of the Fare Conditions applicable to the respective Contract of Carriage, a different period of validity is indicated in the Ticket, the Ticket shall be valid up to the date and time of the trip. Consequently, after the validity period, the Ticket will no longer be valid and the Passenger will lose, on account of compensation for Damages, the right to be transported with the acquired Ticket.

7.9. VC will refuse to provide any service if the corresponding Fare has not been paid in accordance with the Contract of Carriage conditions, the Fare Conditions, and other applicable conditions.

**Article 8. - FARES AND CHARGES**

8.1. VC Fares are set by Product per transaction. They will be applied and charged to each Passenger, for each of the reserved flight routes according to the Product chosen, the Contract Conditions and the Fare Conditions applicable thereto. Additional to the taxes and charges established by the competent authorities,
the Passenger shall be charged for the acquisition of any Optional Services (See Annex VI and X).

8.2. Once a Contract of Carriage has been entered into, any changes you wish to make, such as, but not limited to, a route, date, time, or Passenger name, may have an impact on the Fare to be paid and may result in penalties and/or surcharges on account of the Passenger.

8.3. Passengers are entitled to acquire Optional Services as long as the corresponding price is paid.

8.4. All transactions and Fares referred to herein, including, but not limited to, the purchasing and selling of tickets and Products, and Product changes, will be subject to the applicable taxes and/or charges in accordance with the standards currently in force. Applicable taxes or taxable charges collected directly by the Government or any other authority, or by the airport operator, and effective on the date of the trip, should be paid by the Passenger.

8.5. Promotional Fare Conditions shall prevail over the general conditions, when they are contrary to the latter.

Article 9. - CHECK-IN (DOCUMENTATION)

9.1. Submitting the printed Boarding Pass and the Passenger's valid identification card with a photo are essential requirements for getting on board the aircraft.

9.2. When the online Check-in process is completed for a reservation, all Passengers under such reservation entered into the system will be checked-in.

9.3. The Passenger should complete the Check-in process required for going on board early enough before the departure of the flight so as to allow compliance with regulations.
with any governmental, airport, and Airline requirement and procedure, and in no event later than any minimum time period specified by VC for domestic and international flights, as applicable (see Annex IV).

9.4. The Passenger's failure to comply with the obligations under this Article 9 constitutes a breach of the Contract of Carriage, and will entitle the Airline to cancel and use the Passenger's reservation, as well as to apply the corresponding penalties.

9.5. VC is not liable if the Passenger misses the flight for not having a printed Boarding Pass in due time.

Article 10. - TRANSPORTATION REFUSAL AND LIMITATIONS

Without prejudice to the other grounds established by the Airline in accordance with the applicable law, transportation may be refused or limited for a Passenger:

10.1. Failing to comply with the provisions under the applicable law or regulations of the competent authorities, the Airline, and especially, those related to safety during or in connection with the flight.

10.2. When it is considered that he/she may affect the safety or health of other Passengers or the crew, as well as of their respective property, or of the flight, the Aircraft, or its operational safety.

10.3. Who is under a mental or physical condition that, at the Carrier's discretion, may represent a safety risk for the Passenger himself/herself, the other Passengers, the crew, or the property.

10.4. Refusing to be subject to a security check.
10.5. Who has not paid the applicable Fare, taxes, rates, contributions, or any other costs and expenses he/she is required to pay.

10.6. Failing to show up with the required travel documents and identification. Whose travel documents, or part thereof, have been lost, mutilated, or destroyed during the trip or who refuses to submit them to the Airline staff or the competent authorities, when required.

10.7. With a Ticket: (i) acquired against the law and/or these provisions; (ii) that has been acquired from a person not authorized by VC; and/or (iii) that has been issued or amended by someone other than VC or without the authorization of VC.

10.8. That cannot prove through valid photo identification that he/she is the person named in the Ticket.

10.9. Failing to comply with the instructions provided by the Airline or its representatives regarding security or surveillance issues.

10.10. For domestic flights only, who is a Passenger under special legal conditions, mentally deranged, deported, not admissible, demobilized, and/or a disturbing Passenger as set forth in paragraph 17 of the RAC.

10.11. Exercising its discretion, the Airline may refuse to provide transportation service based on the foregoing, and shall not be liable for the expenses the Passenger may incur in connection therewith.

10.12. If a Passenger is not allowed to get on board for any of the reasons mentioned in this Article 10, the ticket value will not be reimbursed except as required by applicable law and conventions.
Article 11. - LUGGAGE

11.1. VC shall transport a Passenger's Luggage, provided that the corresponding values have been paid according to the Fare, the number of pieces, the type of pieces, and the dimensions, as applicable. (See Annex V and Annex VI).

11.2. It is the obligation of the Passenger or the interested person to consult the VC Luggage policies (See Annex V and Annex VI), which are an integral part of these General Conditions, and have been posted on the Carrier’s website at www.vivacolombia.co.

11.3. Goods such as money, jewelry, precious metals, samples, computers, personal electronic devices, negotiable papers, securities, business documents, passports, and other identification documents must be carried as Carry-on Luggage.

11.4. If an object is transported in violation of the provisions in these General Conditions, VC shall not be liable for any loss or Damage to such objects except as provided by applicable laws and conventions and the Passenger shall assume such risks.

11.5. VC may inspect the Luggage with or without the assistance of the Passenger when the latter cannot or fails to show up for the inspection. If the Passenger disagrees with the inspection, VC may refuse to transport him/her, without being liable for any Damages arising thereunder, except as provided by applicable laws and conventions.

11.6. VC reserves the right to refuse to transport any Luggage at any time by reason of its size, condition, weight, or features, or by safety/security or operational reasons.
11.7. VC may refuse to accept the declaration of value excess of the Checked Luggage, when a portion of the transport should be provided by another carrier.

Article 12. - ANIMALS AND PLANTS

12.1. The Passenger must not carry in his/her Checked Luggage or Carry-on Luggage Products whose entry into the country or other countries is prohibited or restricted, including animals and plants.

Article 13. - ITINERARIES, DELAYS, CANCELLATIONS, AND FLIGHTS

13.1. Itineraries: Except as provided by applicable laws or Conventions.

I. Published schedules or itineraries may be modified by VC.

II. When, for reasons beyond the control of the Airline's, the Contract of Carriage cannot be carried out under the agreed conditions, VC may: (i) use a different Airplane from the one scheduled; (ii) use the services of another carrier; and/or (iii) alter or omit Stopover points.

III. VC may offer the Passenger the transportation service on another scheduled service on which there is room available during the next 48 hours after the scheduled flight.

13.2. Cancellations, Detours, Delays, Overselling, etc.

I. Except as provided by applicable laws and conventions, VC is relieved of all liability related to the delay, cancellation, or detour of the flight, resulting from weather conditions or Force Majeure.
II. Except as provided by applicable laws and conventions, when the trip cannot be initiated due to delay, cancellation, or detour of the flight, resulting from weather conditions or Force Majeure, the Passenger may receive his/her immediate full refund without any penalty whatsoever being imposed. Notwithstanding the foregoing, VC shall be relieved of any liability related to such Ticket refund.

III. If, once the trip has started, it is interrupted due to delay, cancellation, or detour of the flight, resulting from weather conditions or Force Majeure, VC shall be required to carry out the transportation, using the fastest mode of transport available, and to take the Passenger to his/her destination, unless he/she chooses instead to receive a refund of the portion of the price paid which is proportional to the route not traveled.

IV. In this cases VC will provide other compensation as provided by applicable laws and conventions. In these cases, VC shall bear reasonable room and board expenses resulting from any interruption in case the Passenger chooses not to take the refund.

V. In the event of overselling or overbooking, VC shall not deny a seat to a Passenger without first having asked other Passengers to give up their seats voluntarily in exchange for compensation which may be no less than 25% of the value of the journey the Passenger is giving up.

VI. In any case, if the Passenger fully complied with the Carrier’s Contract of Carriage and all other applicable conditions with respect to ticketing, reconfirmation, Check-in, and acceptability for transportation, and cannot get on board because of overselling or overbooking problems, VC must provide transportation to his/her final destination on the next available
flight of the Airline, on the same date and route. If no flights are available, VC should make all the necessary arrangements on its own account for the Passenger's trip with another Carrier as soon as possible.

VII. If VC is not able to provide the Passenger with the transportation according to the above, VC must, upon the Passenger's request within two (2) days from the cancellation, overselling or overbooking, issue a flight certificate for a later flight reservation; such certificate shall be valid for sixty (60) days and shall be issued in accordance with the same Fares and conditions of the cancelled or oversold/overbooked flight. If the Fares and conditions of the selection are different from those of the cancelled or oversold/overbooked flight, the Passenger should pay the costs related to the new selected conditions and Fares. The certificate must be requested within two (2) days after the scheduled departure date of the cancelled or oversold flight.

Article 14. - REFUNDS

14.1. There will be a refund under the terms and conditions established by the Airline, or other compensation in accordance with the applicable legal framework in cases of VC's liability for delays, cancellations, or overselling/overbooking, and in cases where the trip either cannot be initiated or once the trip has started it is interrupted, due to delay, cancellation, or detour of the flight, resulting from weather conditions or Force Majeure.

14.2. There will be a total refund on the death of a Passenger provided that VC can verify it.
14.3. The Passenger should take into account that: (i) there are promotional Fares which do not allow the Ticket refund.

14.4. Cancellations within 24 hours of booking (Flights to/from the U.S.): Tickets to/from the United States may be cancelled within 24 hours from the time of original booking for a full refund, as long as the flight is booked seven (7) days or more prior to the scheduled departure date.

14.5. Retracting from the purchase should be exercised through any service channel of the seller, within the forty eight (48) hours following the purchase operation. Retraction may only be exercised at least 8 calendar days or more before, between the moment of the timely exercise thereof and the date provided to start the service for domestic flights. For international flights, the term shall be equal or longer than 15 calendar days.

14.6. Withdrawal act: The Passenger may desist from his/her trip up to 24 hours before the start thereof, as long as the Contract of Carriage will originate in Colombia. The carrier may withhold up to a 10% of the Fare, excluding rates, taxes and administrative fees. The above shall not apply in case of promotional Fares.

Article 15. - CONDUCT ON BOARD THE AIRCRAFT

15.1. General: The Passenger is required to: (i) behave appropriately so as not to endanger persons or property, or limit or impede the crew activities; (ii) comply with the instructions of the crew including those concerning the use of tobacco and the consumption of alcohol or drugs; (iii) behave appropriately so as not to cause Damages or injuries to the other Passengers or the crew. VC may take
those measures considered necessary to prevent a Passenger's behavior which does not conform with the foregoing obligations. Without prejudice to any criminal proceedings that may be required, a Passenger violating any of these obligations may be off-loaded at any point and his/her transportation may be denied.

15.2. Electronic Devices: For safety reasons, VC may forbid or restrict the operation of electronic equipment, including cellular phones, laptop computers, portable recorders, portable radios, CD players, games or transmitting devices, radio control games, two-way radios, etc. aboard. The operation of hearing aids and heart pacemakers is permitted.

Article 16. - ADMINISTRATIVE REQUIREMENTS

16.1. The Passenger is responsible for receiving information about and obtaining all documents and visas required for the trip, and for complying with all the travel laws, regulations, orders, demands, and requirements of the countries or territories where he/she will travel from or to, or that he/she will visit in transit.

16.2. It is the sole responsibility of the Passenger to obtain information and comply with all travel requirements, submit all documents for the identification, exit, transit, and entry, as well as visas, and any other documents depending on the destination place.

16.3. During Check-in/boarding process, the Passenger must submit to the applicable authorities all exit and entry documents required by the law, regulations,
orders, demands, and any other requirement of the countries involved, and must permit VC to make and keep a copy thereof.

16.4. VC reserves the right to refuse to transport a Passenger if such Passenger fails to comply with his/her obligations described in this Article 16, or if his/her travel documents are not in order.

16.5. VC shall not be liable for any consequences resulting from the non-compliance with the Passenger’s obligations described in this Article 16.

16.6. If a Passenger is denied entry into any country or territory, he/she shall be solely responsible for paying any fine or charge imposed by the relevant government or authority, and for bearing all corresponding transportation costs.

16.7. VC will not refund the Fare charged for the transportation to the point where the entry has been refused or denied, and will not be liable for Damages resulting from the Passenger's failure to comply with the identification and documentation requirements; likewise, VC shall not be liable for delays or boarding denials resulting from the non-compliance with any of the Passenger’s obligations described in this Article 15.

16.8. If VC is required to pay or deposit any fine and/or penalty, or incurs any expense because of the Passenger's failure to comply with the standards or other requirements to travel to the country or territory in question, the Passenger shall reimburse VC for any amounts paid or expenses incurred. The Passenger authorizes VC to compensate such amounts or expenses with the price of the Tickets acquired and not used by the Passenger, or with any other fund of the Passenger in possession of VC, or to make a deduction from the Passenger’s credit card.
Article 17. - INSPECTIONS

17.1. VC shall not be liable for any loss or Damage suffered by the Passenger or his/her Luggage as a result of the inspections made by the competent authorities.

17.2. The Passenger must undergo any safety/security inspection required by the competent authorities, VC, or any other Carriers.

Article 18. - CONSECUTIVE TRANSPORTATIONS

18.1. When the transportations are carried out by VC along with other carriers under one single Ticket or a joint Ticket, they are considered one single operation if they are under one single Contract of Carriage.

Article 19. - DAMAGES

19.1. Except as provided in section 19.2 below, VC shall not be liable for the loss, Damage, or expense incurred by the Passenger resulting from the non-compliance with his/her obligations set forth in the Contract Conditions.

19.2. VC shall be liable for claims in respect of a Passenger’s bodily injury or death, or for the delay or loss of Luggage, under the terms, limits, and conditions established in Contract Conditions, the Colombian Code of Commerce, the Aeronautical Regulations of Colombia (RAC in its initials in Spanish), if applicable, the Convention, and any other consistent international regulation, as appropriate.
19.3. If a Passenger wishes protection against transportation risks at a higher amount, an insurance policy should be purchased on his/her own account.

**ANNEX I - RESERVATIONS**

I. At the time a purchase is made and accepted, VC shall assign the Passenger a record thereof, additionally indicating the Product he/she is entitled to, as well as the Fare Conditions.

II. However, if the Passenger wishes to make any such changes, he/she will be entitled to a Ticket reissue if the payment of the penalties and/or the conditions for such reissue established in the Product Fare Conditions have been received by VC. (See Annex VII)

III. If the passenger doesn’t travel, the ticket won’t be able to use in the future and the charges corresponding to base fare and admin fee will not be refunded, as long as the fare conditions so establishes and the passenger is informed.

**ANNEX II - FARES AND OTHER CHARGES**

I. If, at the moment of quoting a ticket Fare, its value is lower than the Ticket originally purchased, the original Fare will remain with no right for reimbursements.

II. Fares for one way flights apply to the transportation from the airport in the point of origin to the airport in the point of destination, unless otherwise expressly provided.
III. Fares for round-trip flights apply to the transportation from the airport in the point of origin to the airport in the point of destination, and return, unless otherwise agreed to in the Contract of Carriage.

IV. Fares do not include Optional Services (See Annex VI), in-flight services such as food and beverages, or ground transportation between airports or between airports and city terminals, which may be charged separately in the event that VC offers them and the Passenger acquires them.

V. Applicable Fares are those effective at the moment the Ticket is acquired and accepted by the Passenger, and shall remain valid while the Ticket is valid, unless otherwise stated in the Fare Conditions.

VI. The Fare set may be subject to changes before purchasing the Ticket.

VII. Excursions and promotional Fares including a return to the point of origin are applicable only if purchased before the flight.

VIII. Certain Fares have conditions which limit or exclude the possibility of changing or cancelling reservations.

IX. Passengers are entitled to acquire Optional Services as long as the corresponding price is paid. Such Optional Services may be acquired via the Carrier’s website, call center, Travel Agencies, or at the airport. Different prices shall apply depending on the place and time of acquisition of the Optional Services.

X. Infants under two (2) years of age will not occupy a seat.

i. An adult passenger can travel on domestic flights with a child under two (2) years of age without paying any airfare for the
child, provided that the child will travel on his or her lap and does not occupy any seat.

ii. For international flights, infants (under two (2) years) will pay 10% of an adult Fare and fees and taxes that may apply.

XI. Children older than two (2) years of age must occupy a seat and therefore pay the full Fare and taxes even for promotional fares, except when flying to/from Ecuador and the United States. When flying to/from Ecuador, children must pay 67% of an adult Fare and fees and taxes that may apply. When flying to/from the United States, children must pay 75% of an adult Fare and fees and taxes that may apply.

XII. Colombian military will get 10% off of the applicable adult base fare for domestic flights (Colombia). To obtain the discount, tickets must be purchased directly and personally at the airports where VivaColombia operates, by the military showing the national ID and military ID.

XIII. If the customer chooses payment in the form of cash (Baloto, Exito, Carulla or Surtimax) through the website or call center, VC will add a surcharge of an administrative fee.

ANNEX III - METHOD OF PAYMENT

I. In case of direct payment charged to credit or debit cards, all transactions will be completed with the charge to the card.

II. VC may refuse to transport a Passenger if the Fare for the transportation services contracted or any other charge from declarations made by the Passenger have not been effectively paid. It is understood that a Fare or
any other charge has not been effectively paid when the payment made by a credit instrument or debit card has been rejected or has not been debited. In this case, VC will not be subject to any liability whatsoever.

III. Fares and charges should be paid in the currency acceptable by VC, at the exchange rates determined by VC at the time of issuance of the Ticket.

IV. Payments for Optional Services may be made:

a. At the time of purchasing the ticket via either:
   
i. The call center, with direct payment by charges to credit cards or indirect payments through Baloto or Exito, Carulla, and Surtimax.
   
ii. The Carrier’s website at www.vivacolombia.co, with direct payment by charges to debit or credit card, or indirect payments through Baloto or Exito, Carulla, and Surtimax.
   
iii. A Travel Agency through indirect payment.
   
iv. Airports at the counter of VivaColombia with direct payment by charges to debit or credit card, or by paying in cash.

b. Also, Optional Services and changes may be acquired or completed via either:
   
i. The Carrier’s website at www.vivacolombia.co, with direct payment by charges to debit or credit card or indirect payments through Baloto or Exito, Carulla, and Surtimax.
   
ii. A Travel Agency through indirect payment.
iii. Airports at the counter of VivaColombia with direct payment by charges to debit or credit card, or by paying in cash. Airports in the waiting room, by paying in cash. Changes are allowed where VC sells tickets.

**ANNEX IV - CHECK-IN AND ARRIVAL TIMES AT GATES**

I. The Passenger should either complete the web Check-in process and print the Boarding Pass (each Boarding Pass should be printed on a single letter-size sheet), or Check-in via the Check-in (Documentation) Service counter of VivaColombia in the respective airport at an additional cost.

II. At some stations, the Passenger will be required to go to the counter of VivaColombia in the respective airport to check the size, weight and quantity of the Carry-on Luggage.

III. The immigration authorities shall verify that the information provided in the reservation is true and complies with the required documentation. In the event of any inconsistency therein, entry into the country may be denied by the authorities.

IV. The following Passengers are required to show up at the counter of VivaColombia in the respective airport two (2) hours before the scheduled departure for domestic flight, and three (3) hours for international flights, even if the Boarding Pass has been previously printed:

   a. Unaccompanied minors
b. Passengers traveling with Checked Luggage especial Luggage such as musical and/or sporting instruments (see Annex VI, “Special Luggage”)

c. Passengers with disabilities who require to travel accompanied by a person who assists with the use of crutches, wheelchairs, etc. (except in cases of flights to/from the United States)

d. People traveling with pets or service animals, except for flights to/from the United States

e. Passengers with Checked Luggage or Luggage exceeding the Airline’s specifications (see Annex V)

Web Check-in:

I. Passengers using web Check-in must show up at the airport with the Boarding Pass printed. Each Boarding Pass must be printed on an individual letter-size sheet. This process is available from seventy-two (72) to four (2) hours before the scheduled departure of the flight as per the Itinerary and from seventy-two (72) to three (3) hours before.

II. When using web Check-in, all Passengers under the same reservation will be checked-in.

III. If the Passengers has a connection, when doing web check-In, the system will generate boarding passes for all flights until the final destination.

IV. In the event that the Passenger has made a web Check-in and fails to submit the printed Boarding Pass or misplaces the one given to him by the airport, the Boarding Pass reprint will have an extra cost.
V. For Passengers traveling to/from the United States, must show up at the counter of VivaColombia between three (3) hours and forty-five (45) minutes before the schedule departing time of the flight to verify the required documents and get the boarding pass for free.

Check-in at the airport

I. Passenger can acquire this service paying an additional provided in the Fare Conditions.

II. The Check-in (Documentation) Process at the counter is available for domestic flights, from one hundred twenty (120) minutes to forty-five (45) minutes prior to scheduled departure. For international flights, from one hundred eighty (180) minutes to sixty (60) minutes prior to scheduled departure.

III. Passengers traveling to and from Miami can acquire their Boarding Pass for free at the VivaColombia counter.

IV. In the event that the Passenger has made a web Check-in and fails to submit the printed Boarding Pass or misplaces the one given to him by the airport, the Boarding Pass reprint will have an extra cost.

Showing at the boarding gate

I. For domestic flights, the Passenger must show up at the boarding gate from two (2) hours to forty-five (45) minutes prior to scheduled departure time, and from three (3) hours to sixty (60) minutes for international flights.

II. Passengers must verify the boarding gate that is assigned by the airport.
ANNEX V - LUGGAGE

This annex establishes the policies in relation to the features that a Passenger's Luggage must meet as a sine qua non condition, so that the Airline will accept it and authorize transportation, and the Fare Conditions thereof, which may be modified from time to time.

**Carry-on Luggage**

I. The Passenger must declare his/her Carry-on Luggage at the counter of VivaColombia in the respective airport where the Airline staff will place a badge on it. If the Passenger fails to comply with this obligation, VC reserves the right to refuse his/her boarding.

II. The Carry-on Luggage must meet the standards established by the Airline; otherwise, it will be checked-in and the Passenger must pay the sums corresponding to the Checked Luggage plus the Product change costs.

III. A Passenger must keep custody of his/her Carry-on Luggage at all times prior to the acceptance and authorization by VC to take the Carry-on Luggage on board the aircraft.

IV. Items such as, but not limited to, a bag, a purse, a backpack or a briefcase for a laptop, a small bag of duty free shopping, a box of donuts, a camera, or the like, will be considered as the Personal Item allowed.

V. Only two (2) pieces of Carry-on Luggage per Passenger will be accepted, which upon being individually considered, may not exceed the measure and weight established in the Airline policies and procedures.

   a. Personal Item for free:
i. For all domestic and international flights, except for the route Bogota-Quito-Bogota, the Passenger has the right to take one (1) piece at no charge with a maximum weight of 6 kg and dimensions of 40x35x25 cm.

ii. For the route Bogota-Quito-Bogota, the Passenger has the right to take one (1) piece at no charge with a maximum weight of 9 kg and dimensions of 40x35x25 cm.

iii. The Personal Item, applies to domestic and international flights, and has no additional cost so long as it complies with the following measures and weight. Each Passenger will be allowed to carry, at no additional charge, a Personal Article piece.

iv. The Personal Item must be located under the Aircraft seat during the flight.

v. Adults traveling with infants may carry an extra personal article such as diaper bag.

vi. In the event that the Personal Item exceeds the maximum measures or weight described in subsection (a) above, the Passenger must pay the corresponding sums to carry it as Carry-on Luggage or Checked Luggage according to the weight and dimensions plus the Product change costs.

b. Luggage on board with extra charge:

i. The Passenger must pay for this Optional Service which is called Luggage on board, and the conditions thereof are: one
(1) piece with a maximum weight of 12 kg and dimensions of 55x45x25 cm.

ii. The Luggage on board must be placed in the upper chambers during the flight.

iii. In the event that the Luggage on board exceeds the measures or weight described above, the Passenger must pay the corresponding sums to carry it as Checked Luggage according to the weight and dimensions plus the Product change costs.

iv. Any piece additional to the two (2) pieces allowed as Carry-on Luggage must be carried as Checked Luggage, subject to the corresponding charges. Charges may vary by the channel and place in which they are paid, a certain price may apply, and if at the airport, depending on the place there different prices apply.

v. For the purposes of the weight and dimensions allowed in accordance with these General Conditions, to be classified as Carry-on Luggage means that it does not exceed the measures and weight established by the Airline.

**Checked Luggage**

I. A Passenger may purchase, as an Optional Service, Checked Luggage; maximum weight and measurements are 20 kg and/or 158 linear cm.

II. Without prejudice to the right of VC to refuse the carriage of Luggage that does not meet the standards established by the Airline, or to refuse the
carriage of additional pieces, the Passenger must pay the corresponding sum, according to the Fare Conditions, for each piece of Checked Luggage and for every single trip, plus the Product change charges that may apply. Additionally, if the additional piece fails to meet the standards established by the Airline, the value of the excess must be paid.

III. VivaColombia will accept to carry boxes, packages, Styrofoam coolers or plastic coolers, if you purchased the additional Checked Baggage service. Those will be transported as long as such piece meets the established size and weight requirements (20 kg and 158 linear cm). In case of exceeding such weight or size limits, passenger must sign and accept the limited liability form of the airline which is on the back of the bag tag.

a. Cardboard Boxes: will only be accepted if they are in good condition for transport; i.e., they should not be broken, wet, and if it's a reused box, it must not have dangerous goods signs (labels.) Boxes must be completely sealed and reinforced both at the bottom and top to prevent the box from going to pieces when lifted. Each box should be marked with the full name, address and phone number of passenger's permanent residence, both inside and outside, so that the box will not be confused with someone else's box. Passenger must ensure that dangerous goods or prohibited materials will not be carried by them in the aircraft. Passenger shall be liable for the packaging and safety of the box in case it's checked, so as to prevent it from opening during the ride in the baggage conveyor belts.
b. Packages: a package is understood to be any package other than a suitcase, being resident, and which does not break during transit handling.

c. Coolers: Styrofoam or plastic coolers that meet size and weight requirements may be carried as checked baggage; these should be properly sealed for transport. Coolers cannot contain dry or wet ice, and only non-perishable food, dry food, canned food, food requiring no refrigeration may be carried and should be properly packaged.

IV. The maximum weight allowed per piece of Checked Luggage exceeding the maximum weight is 32 kilos.

V. Infants under two (2) years of age are not entitled to carry Checked Luggage.

VI. For domestic flights, except to and from San Andres, there is a maximum of 3 pieces of Checked Luggage per Passenger.

VII. A Passenger may take a third piece as Checked Luggage subject to the availability if the requisite fees are paid directly at the airport.

VIII. For international flights and to and from San Andres flights, there is a maximum of two (2) pieces of Checked Luggage per Passenger, except infants under two (2) years of age, who may not carry Checked Luggage.

IX. VC has custody over the Checked Luggage once it is delivered to the counter of VivaColombia and the corresponding charges have been paid by the Passenger.

X. Upon delivering the Checked Luggage to the counter of VivaColombia, VC shall issue a Luggage Ticket for the record.
XI. Checked Luggage must meet the weight and volume standards established by VC. (See Annex V)

**Luggage Check-in**

I. Checked Luggage must be delivered to the counter of VivaColombia:

   a. Domestic flights: Checked Luggage will be accepted between two (2) hours and forty-five (45) minutes prior to scheduled departure time of the flight.

   b. International flights: Checked Luggage will be accepted between three (3) hours and sixty (60) minutes prior to scheduled departure time of the flight.

II. After this time period, Luggage to be checked-in will not be accepted.

III. By accepting the Checked Luggage, VC retains the custody thereof.

IV. At the time of the Check-in, VC shall issue a Luggage Ticket per checked-in piece.

V. A Luggage Ticket shall include the name or other personal identification of the Passenger.

VI. Whenever possible, Checked Luggage shall be carried on the same aircraft transporting the Passenger, unless, for security or operational purposes, VC decides to transport it on another flight, which, in any case, shall be the closest to that on which the Passenger has been transported.

VII. If Checked Luggage is carried on a flight other than that of the Passenger, VC shall send it to the destination place recorded by the Passenger for that
purpose, unless, due to legal requirements, it is required to inspect the Luggage and the presence of the Passenger is required for the inspection.

**Checked Luggage Pick-up and Delivery.**

I. Check-in and transported Luggage will be delivered to the destination place by showing and delivering the passwords on the Luggage Ticket.

II. Claims for delays, loss, Damages, breakdowns, or looting of the Checked Luggage should be filed by the Passenger at the moment the Checked Luggage is delivered or at least within the next seven (7) days for Damages and twenty-one (21) days for delays, except when special circumstances prevent the immediate recognition thereof.

III. "Delay" means any delay in the Checked Luggage delivery caused directly by VC, unless such delay results from VC's decision to transport it on an alternative flight for safety/security or operational reasons.

IV. The Passenger shall pick up his/her Checked Luggage as soon as available in the destination or If the passenger has a connection and one of the flights is the next day, the passenger shall pick up the luggage and should check it the next day at VivaColombia’s counter to continue with the trip.

V. If Checked Luggage is not picked up within three (3) months counted as from the day it must have arrived, VC may dispose of it without the authorization of the Passenger.

VI. Checked Luggage will only be delivered to whomever VC fully identifies as the person who registered and has the respective Luggage Ticket or to whom, in spite of the fact that he/she has not registered, proves, to the satisfaction of VC, that he/she is entitled to pick it up.
VII. VC shall not be liable for physical, superficial, and aesthetic Damages caused to the Luggage as a result of the normal movement and transportation thereof. Except for flights to/from the United States, where VC will be liable for physical and superficial and aesthetic Damages caused to the Luggage including wheels, zippers, handles, straps and other components of checked bags, provided that the Damages extend beyond fair wear and tear.

VIII. In case of a partial or total loss of the Luggage, the company shall recognize an amount:

a. Domestic flights: Twenty thousand Colombian pesos (COP20,000) per kilogram. The Airline shall recognize an amount of up to four hundred thousand Colombian pesos (COP400,000). In the event that the Luggage, or its contents, value exceeds this amount, it should be declared at the Check-in time by the Passenger and the Airline may accept or not the transportation. The Airline will not recognize any higher amount for Luggage and/or contents if it is not declared when delivered by the Passenger.

b. International flights: Maximum One Thousand One Hundred Thirty One (1,131) Special Drawing Rights (SDRs) under the Montreal Convention. In the event that the Luggage, or its contents, value exceeds this amount, it should be declared at the Check-in time by the Passenger and the Airline may accept or not the transportation. The Airline will not recognize liability for any greater amount for Damage to or loss of Luggage and/or contents if it is not declared when delivered by the Passenger as provided herein.
Items Unacceptable as Luggage

Luggage will not be accepted if:

I. The pieces exceed the limitations described in this Annex V, unless otherwise decided by VC and the Passenger pays the corresponding value.

II. It contains items that may constitute a danger to the Aircraft, Air Transportation: or the persons or property on board the Aircraft, unless prior express authorization is obtained from VC. Among these items include those described in the "Technical Instructions for the Safe Transport of Dangerous Goods by Air" of the International Civil Aviation Organization (ICAO), in the "Dangerous Goods Regulations" of the International Air Transport Association (IATA), Colombian regulations. Passengers are required to inform VC of the contents of their Luggage when dangerous goods have been included therein.

III. It contains items prohibited by the applicable laws, regulations, or provisions of any jurisdiction to be flown from, to, or over.

IV. It contains items that VC determines are unsuitable for transportation by VC because of their weight, size, shape, condition, or features.

V. They are weapons of any type, including antique pieces, firearms, swords, knives, and the like.

ANNEX VI - OPTIONAL SERVICES

This annex establishes the policies related to the features and conditions of the Optional Services offered by the Airline, which may change from time to time. All Optional Services acquired must be paid for regardless of whether such Optional
Services are purchased with or after the ticket. A charge for this service will be provided in the Fare Conditions. The Optional Services are personal and non-transferable.

**Luggage on board**

I. One (1) piece of maximum 12 kg and 55x45x25 cm.

II. The Luggage on board must be placed in the upper chambers during the flight. In the event that the Luggage on board exceeds the measures or weight above, the Passenger must pay the corresponding sums to carry it as Checked Luggage according to the weight and dimensions plus the Product change costs.

III. In the event that the Luggage on board exceeds the maximum measures or weight described in subsection (a) above, the Passenger must pay the corresponding sums to carry it Checked Luggage according to the weight and dimensions plus the Product change costs.

**Checked Luggage**

I. One (1) piece of maximum 20 kg and 158 linear cm.

II. If the piece fails to meet the standards established by the Airline, the value of the excess must be paid. The maximum weight allowed per piece of Checked Luggage exceeding the maximum weight is 32 kilos.

III. For international flights and to and from San Andres flights, there is a maximum of two (2) pieces of Checked Luggage per Passenger, except infants under two (2) years of age, who may not carry Checked Luggage.
IV. A Passenger may take a third piece as Checked Luggage subject to the availability if the requisite fees are paid directly at the airport.

V. Checked Luggage must meet the weight and volume standards established by VC.

Special Luggage

I. Musical instruments as a personal article: Musical instruments not exceeding 40x35x25 cm and 6 kg may go in the cabin as the personal article piece allowed and should be placed under the seat in front of the Passenger who owns the instrument. For the route Bogota-Quito-Bogota, the musical instruments should not exceed 9 kg and 40x35x25 cm.

II. Musical instruments as Luggage on Board: Passengers can buy the optional service of Luggage on board and transport musical instruments not exceeding 12 kg and 55X45X25 cm. This Luggage shall be carried in the upper chambers of the aircraft cabin. These instruments should be in soft cases.

III. Musical instruments occupying an additional seat: Other instruments may be carried in the cabin purchasing an additional seat. Dimensions should be 136x47x25 cm and not exceeding 75 kg in weight. Such instruments shall be placed on a window seat and never by emergency exits. Instruments exceeding these dimensions shall be carried in the hold, subject to the current excess Luggage charges. Fare differences apply, depending on the purchase channel. The Passenger is liable for boarding and placing the musical instrument inside the aircraft.
IV. Musical instruments as Checked Luggage: All other musical instruments not described in the above paragraphs must be carried in the aircraft hold, paying the corresponding charge and its measures may not exceed 32 kg and 319 linear cm. Musical instruments in the aircraft hold should be well protected in a hard case and the passenger must sign the limited liability receipt placed in the back of the bag tag, indicating that VC will not be liable for the state of the musical instrument in the aircraft hold, for being unconventional luggage.

V. Sporting equipment as Checked Luggage: Sporting articles with dimensions and shapes according to the standards defined by the Airline and upon acceptance by the Airline may be carried once the corresponding payment has been made. The following items shall be considered sporting articles: Golf equipment, fishing equipment, diving equipment, non-motorized single-seat bicycles, bowling equipment, ski equipment, archery equipment, camping gear, equipment for hockey or lacrosse, kite-surfing or kite-boarding equipment, rackets (2), paddles (2), parachutes, pool cues, surfing equipment, windsurfing equipment (max. 300 cm long). The sporting equipment may not exceed 32 kg in weight and 319 linear cm. Sporting equipment as checked luggage should be well protected in a hard case and the passenger must sign the limited liability receipt placed in the back of the bag tag, indicating that VC will not be liable for the state of the sporting equipment as checked Luggage, for being unconventional luggage.

Animals
I. VivaColombia only offers the carriage of pets (dogs and cats) on domestic flights. The maximum weight per pet, including the fabric crate should not exceed ten (10) kg and 55x35x25 cm (pet + fabric crate). Such transportation may be subject to additional conditions specified by VC and are available upon request of the Passenger.

II. Pet transportation (dogs and cats) is only available in the aircraft cabin.

III. This service is only available for domestic flights. On international flights pet transportation is not allowed, except guide dogs support and emotional support animals.

IV. The minimum age of the animal to be transported is eight (8) weeks. Animals under this age should not travel by plane.

V. Pet transportation is not allowed in any other type of bag (handbag or any other type of element different than the crate of cloth).

VI. The Passenger shall inform, when making the reservation, whether he/she will travel with pets. If he/she does not do so at that moment and decides to do it later, additional costs may be charged by VC for a Product change and for the carriage of the animal.

VII. Passenger travelling with pets must present at VivaColombia’s Check-in counter at least 90 minutes prior to scheduled flight departure.

VIII. If the passenger purchases this service the web check-in will not to be available. You must present at VivaColombia’s check-in counter to get the boarding pass at not extra charge.
IX. Only those animals, and in the manner, as specified in the policies of VC will be accepted (i.e., dogs and cats). Other animals, such as rodents, farm rabbits, or animals with unpleasant odors or noises will not be accepted by VC.

X. VivaColombia will only accept dogs as Service animals or emotional support animals, accompanying disabled Passengers shall be transported in the cabin, next to the Passenger being accompanied, seated at his/her feet, and at no additional charge, so long as the animal does not pose a direct threat to the health or safety of others or cause a significant disruption in cabin service.

XI. The Passenger should submit the documentation (health certificate of the animal, a vaccination and inspection record of the animal certificated for a professional vet) from two (2) hours to 45 minutes before the scheduled departure for domestic flights and from three (3) hours to 60 minutes for international flights. Without prejudice to the documentation and the applicable requirements of each country for the entry of animals, which should be known by the Passenger, the health requirements provided by the competent authority at the airport of origin (ICA - Airport Health) must be fulfilled, which may include among other things, a health certificate of the animal, a vaccination and inspection record of the animal if it is an international flight.

XII. VC shall not be liable: (i) for feeding, caring, and cleaning the animals; or (ii) if entry into or passage through any country, state, or territory has been denied to the animal.
XIII. The number of pets to be carried per flight shall be limited to six (6). In any case, no more than one (1) pet per Passenger is allowed.

XIV. Such transportation may be subject to additional conditions specified by VC which are available upon request of the Passenger.

XV. The charge for traveling with pets is as determined in the Fare Conditions and may vary depending on the channel and place of the purchase. For the avoidance of doubt, there is no charge for transportation of a service animal.

**Fast Line**

I. This optional service allows Passengers to get in a fast line to deliver their Luggage and Check-in at VivaColombia counter.

II. At airports where VivaColombia operates, there will be a service module exclusively used for the fast line service, subject to availability.

III. If a Passenger buys the Fast Line Service at the counter of the airport paying the corresponding amount for that service in such sales channel, he/she will also get the boarding group 2 service benefits.

IV. In no case, the Fast Line Service will release a Passenger from any penalty for other services because of a breach of conditions.

V. Prices for this service may vary depending on the channel and place of the purchase.

**Check-in at the airport**

I. Check-in at the airport:
a. This is an optional Service which must be paid for by the Passenger. The cost of such service may vary depending on the place and time of the purchase.

b. The VivaColombia counter at the airport for the Check-in process for domestic flights is available from one hundred twenty (120) minutes to forty-five (45) minutes before the scheduled departure of the flight as per the Itinerary, and from one hundred eighty (180) minutes to sixty (60) minutes before the scheduled time for departure of the flight as per the Itinerary for international flights.

c. Prices for this service may vary depending on the channel and place of the purchase.

Lock your fare

a. Passengers may lock the fare (seat) price per route, on the selected date and time, for a maximum time period of 72 running hours, counted as from the moment a successful payment for this optional service is made.

b. Once passengers select the details of their flight and pay for this service, VivaColombia shall immediately lock the selected fare for the next 72 hours and provide passengers with a reservation code.

c. This service may only be purchased through the web page www.vivacolombia.co.

d. Fare may only be locked if the selected flight is not within the 7 calendar days following the flight research by the passenger.
e. The price paid for this optional service is not part of the fare. If the passenger goes on with the purchase process of the locked fare, under no circumstances the amount paid on account of this Optional service shall be credited to the value of the air ticket.

f. If the 72-hour term mentioned in the above subsection a. expires and the passenger has not paid the reservation locked fare, it shall be understood that the passenger has given up the purchase process and the fare will be definitely released.

g. Under no circumstances, the price for the additional service "lock your fare" will be refunded by VivaColombia.

h. If a passenger cancels a purchasing process in the terms of the above paragraph, and later, the same air-ticket reservation, or a different one, will be made, the passenger should start the search and purchasing process from the very beginning with no credit balances from the previous process.

Provision of Optional Services Operated by Third Parties

I. VivaColombia has agreements with other companies that offer Passengers Optional Services other than Air Transportation:

II. Passengers wishing to purchase Optional Services offered through the web page www.vivacolombia.co, such as hotel reservations, parking and travel assistance services, shall be subject only to the terms and conditions offered by the third parties providing such services. VivaColombia will not accept any liability for any breach by any of these parties in the provision of such Optional Services.
Assignment of seats

I. VivaColombia offers the seat assignment service as an additional service, which will be charged per passenger and flight if the passenger decides to buy it.

II. If the passenger does not acquire the seat assignment service, the system will randomly assign a seat at no additional charge. If the passenger is in a reservation with several passengers, VivaColombia will not guarantee that the assigned seats are together.

III. Passengers who have selected the special assistance option in the purchase process, and the seat selection is not allowed, should go the airline module on the flight day so that a seat will be assigned and the boarding pass will be given to them at no additional charge. The allocation of seats for people who require special assistance has no additional cost.

IV. Viva Colombia has designated some specific seats for passengers traveling with infants, which may vary in price depending on the location inside the plane.

V. Passengers who have purchased the pet service may only choose from seats authorized for this type of service. VivaColombia only transports dogs or cats not exceeding 10 kg and 40x35x25 cm, including a fabric pet carrier. The seat price varies depending on the location inside the plane. VivaColombia does not provide the additional pet service on international flights.
VI. Seat changes can only be made through the web page. If you choose a seat with a higher price, the difference should be paid, if your change is for a seat with a lower price, your money will not be refunded.

VII. People who purchase seats located by emergency exits must meet the requirements listed below. If such requirements are not met when boarding the aircraft, the crew may change your seat and money will not be refunded.

**Cancel Protection**

I. This is an additional service that allows a passenger to cancel a trip from the moment they purchase the service until 30 minutes before the scheduled departure of the flight and get a refund for the portion of the trip that will not be flown, as long as such service has been purchased.

II. The service is charged per person and portion of trip to all passengers within the same booking and is subject to availability.

III. Cancellations must be made through the call center or via e-mail at cuentanos@vivacolombia.co until 30 minutes before the scheduled departure of the flight. Once this time has elapsed, the "Cancel Protection" service cannot be provided.

IV. If the service is used within the established time limits, the base fare, fees and taxes, and any additional services purchased will be refunded by VivaColombia, except for the "Cancel Protection" service and the "lock your fare" service. No refund will be provided by VivaColombia for the "Cancel Protection" service, the "lock your fare" service, the administrative fee, and
any extra purchases made to third parties such as hotels, car rentals, and any other activities.

V. If the service is not used, it will not be refunded.

VI. A refund for the service will be provided only if VivaColombia cancels the flight and the passenger decides not to fly and not to be re-accommodated.

VII. This service can only be purchased during the initial purchase process through the website www.vivacolombia.co. If the service is not purchased by the passenger during the initial purchase process and a reservation has already been created and paid for by the passenger, the "Cancel Protection" service cannot be added.

VIII. If the flight is delayed, the initial scheduled time of the flight is taken as a reference point to apply the "Cancel Protection" service.

IX. The service will not be available for blocks and groups.

X. The price of the service varies depending on the route.

**Vacation Plan**

I. Vacation plan is the combination of services offering economic benefits to passengers.

II. If the passenger purchases the vacation plan, the passenger will pay for the checked luggage, fast line, the seat assignment service in the central zone and the check in at the airport service will be free.

III. VivaColombia offers the vacation plan as an additional service, which will be charged per passenger and portion of trip in case the passenger wishes to purchase it.
IV. This service can be purchased through the website www.vivacolombia.co during the initial purchase process. The service cannot be added once a reservation has been created and paid for.

V. For connecting flights the assigned seat service will be charged per leg and passenger.

VI. If the passenger purchases the vacation plan, which includes the "seat assignment" service, it may be changed at no charge as long as there is seat availability and it is in the same area. If you choose a seat in an area of greater value you must pay the difference, but if you choose a lower value area, money will not be refunded.

VII. If during the initial purchase process, the passenger select the vacation plan, the individual services that comprise it will not be enabled in the additional services page of the purchase process.

VIII. The service will not be available for the routes to/from Miami.

**Business Plan**

I. Is the combination of services offering economic benefits to the passengers.

II. If the passenger purchases the business plan, the passenger will pay for the luggage on board and the seat assignment service in the more space zone.

III. VivaColombia offers the business plan as an additional service, which will be charged per passenger and portion of trip in case the passenger wishes to purchase it.

IV. This service can be purchased through the web site www.vivacolombia.co during the initial purchase process. The service cannot be added once a reservation has been created and paid for.
V. For connecting flights, the assigned seat service will be charged per leg and passenger.

VI. If the passenger purchases the business plan, which includes “seat assignment” service, it may be changed at no charge as long as there is seat availability and it is in the same area. If you choose a seat in an area of greater value, you must pay the difference, but if you choose a lower value area, money will not be refunded.

VII. If during the initial purchase process, the passenger select the business plan, the individual services that comprise it will not be enabled in the additional services page of the purchase process.

ANNEX VII - CHANGES

I. The Passenger may make changes of route, date, name, hour and add additional services through the Carrier’s website at www.vivacolombia.co, at Airports where VivaColombia operates and has sales point or at Travel Agencies.

II. If the Passenger wants to make any changes, he/she will be entitled to a Ticket reissue upon the payment of the penalties and/or the conditions for such reissue established in the Product Fare Conditions. The above changes will be subject to the availability and the Fare Conditions, as well as the payment, which, in accordance with such conditions, shall be made by the Passenger requiring the reissue.
III. If the Passenger makes changes to a Product already acquired, such as the date, time, Passenger name, route and/or the addition of Optional Services, and the sums for such changes are not paid within the deadlines set, it will be understood that the Passenger has breached the Contract of Carriage, thereby losing the right to be transported and will be penalized with a sum equivalent to the amount paid for the Product initially acquired. However, he/she may acquire a new Product subject to the applicable Fare Conditions and the Product availability at the time.

IV. Any change incurs a cost, the amount of which shall depend on whether the change is made (i) online or through the Carrier’s website at www.vivacolombia.co through direct payment with a debit or credit card; (ii) through a Travel Agency by indirect payments; or (iii) at the departure airport through direct payment with debit card, credit card, or cash.

V. Changes and additional services must be made through the web site by the passenger no later than two (2) hours before the schedule departing time of the flight for domestic flights and no later than three (3) hours for international flights.

VI. Additionally, the Passenger shall pay any increase resulting from the change, as well as any service charge that may apply to such change.

VII. Should there be any change in terms of the flight, schedule, or, in general, any aspect affecting the conditions initially agreed, VC shall inform this situation to the Passenger as soon as possible, through the means indicated by the Passenger at the time of the purchase.
Changes for direct flights

I. Name and/or route changes by the Passenger may be made if the Passenger has not flown any one of the contracted routes.

II. Changes to the date and/or time, and the addition of Optional Services may be made regardless of whether the Passenger has flown even if the first leg has been flown.

Changes for connecting flights

I. In the case of a connecting flight, name and route changes must be made at least 4 hours before starting the trip.

II. Date and time changes must be made at least 4 hours before starting the first journey, that is, the connecting journey.

ANNEX VIII - MINORS

I. Definitions

a. Infants (between 10 days and 2 years), will not occupy a seat.

b. Children (minors aged between 2 years and 1 day and 12 years)

c. Adolescents (minors aged between 12 years and 1 day and 18 years):

II. VivaColombia does NOT provide the service to minors entrusted to the airline for safe keeping.

Minors in domestic flights

I. Minors under 12 years of age must travel accompanied by a person over 16 years old.
II. Minors under 12 traveling with an adult different than their parents or legal tutor, must submit a permission signed by at least one of the parents or legal tutor specifying the route(s) to be flown by the minor, the flight date and the responsible person. A copy of the ID of the adult signing the permission will be required.

III. Minors over 12 years of age are allowed to travel alone. VivaColombia does not transport unaccompanied children or children as "recommended" Passengers.

IV. Minors over 12 traveling alone must submit a permission signed by at least one of the parents or legal tutor specifying the route(s) to be flown by the minor and the flight date. A copy of the ID of the adult signing the permission will be required.

V. Additionally, a copy of the child identification card or a copy of his/her civil registration (if applicable under the laws of the state of such adolescent’s citizenship) or passport.

Minors in international flights

Infants less than 2 years will not occupy a seat.

I. If the minor is traveling with both parents, the following must be provided:
   a. Valid Passport or documents required for both, parents and minor.
   b. Birth Certificate of the minor.

II. If the minor is traveling accompanied by one parent, no parents (only for children older than 14 years), or an adult different than the parents/legal representative or guardian the following must be provided:
   a. Valid Passport or documents required for both, parents and minor.
b. Birth Certificate of the minor.

c. Written permission to leave the country duly certified by a notary, consular authority or any other authority, duly certified by apostille or legalized, as appropriate, signed by the parent not accompanying the minor. Permission to leave the country granted for minors must have a departure date and a return date, the name of the person traveling with the minor, the place where he/she is going, and the purpose of travel.

d. VivaColombia does NOT provide the service to minors entrusted to the airline for safe keeping and does NOT allow minors between 0 and 14 years of age to travel alone on international flights.

III. When traveling in groups:

a. Each minor must submit this authorization separately. They must be accompanied by one (1) adult per every twenty (20) minors.

b. It is necessary to provide valid photo identification or a passport, so that the age of the minor can be corroborated at the moment of the Check-in (Documentation) at the counter of VivaColombia in the respective airport.

**ANNEX IX - SPECIAL NEEDS PASSENGERS**

**Carriage of Disabled and Sick Passengers or with an assistive device**

I. Passengers who need to travel with an assistive device (portable oxygen, concentrators, manual wheel chairs within other) should notify VC about such situation through the call center, at least 48 hours in advance.
Likewise, it is required to submit a medical certificate stating that such assistive device should be carried with them. (See Article 17).

II. Companion means an adult (except for the companion guides of vision-impaired Passengers), unimpeded, accompanying a Passenger with some type of impairment to assist him/her during the flight.

III. Companion will be required in the following cases that a safety assistance is essential for safety:

   a. A Passenger who, due to mental disability, is unable to comprehend or respond appropriately to safety instructions.
   
   b. A Passenger with mobility impairment so severe that the person is unable to physically assist himself/herself in the event of an evacuation.
   
   c. A Passenger traveling in a stretcher or incubator.
   
   d. A Passenger who has both severe vision and hearing impairments preventing him/her from establishing some means of communication with Carrier personnel that is adequate lead to an understanding the safety instructions.

IV. Passengers requiring Companions for one or more of the reasons given in the previous paragraph shall carry at least the following:

   a. An adult over eighteen (18) years to accompany each disabled Passenger (in very severe cases and at the discretion of the Flight
Safety Department or the aircraft Commander, a companion may be required).

b. An adult over eighteen (18) years to accompany each disabled Passenger who is able to move by himself/herself, but with difficulty.

c. An adult over eighteen (18) years to accompany up to 2 disabled Passengers in the other cases, except for the blind Passengers.

d. A visually impaired Passenger may travel with or without a guide dog. If bringing a guide dog, the animal shall travel in the cabin with such Passenger, even when exceeding 10 kilograms in weight. The dog should travel with a muzzle and where required by the law, the boarding is conditional upon presentation of a vaccination record which should be in order.

e. The guide dog should travel at the feet of the Passenger. A window seat shall be assigned. When the flight is not full, the contiguous seats will be kept vacated Flights to/from the United States: there will be no limit for people with reduced mobility and they will be able to choose their seat.

f. The applications to authorize groups of disabled persons on the same flight should contain the maximum number of specifications and details about the disabilities, as well as inform on the number of companions.

g. For all flights, except those to/from the United States, the maximum number of People with Reduced Mobility -PMR in its initials in
Spanish- is limited by the Airline in accordance with its policies: Prior the approval of the VC Operations Vice President, larger groups may be authorized. Flights to/from the United States: there will be no limit for people with reduced mobility and they will be able to choose their seat.

h. For all flights, except those to/from the United States, only four (4) people with reduced mobility without companion are allowed per flight. For their location, the following criteria shall be taken into account: They should sit down at opposite ends of it (rows 4 and 29).

i. For all flights except those to/from the United States VC may charge additional fees if staffing or equipment for the care of the Passengers under special conditions is required.

j. The Passenger may acquire food and beverages sold by VC on board of the Aircraft. However, VC shall not be liable if the Passenger is affected by the consumption thereof, when such affectation is a result of the Passenger condition, such as allergies, chronic illnesses or any other type of condition resulting from or intensified by such consumption.

**Carriage of Pregnant Women**

I. Any woman traveling while pregnant must show up at the airline customer service help desk at least 1 hour before the scheduled departure of the flight in order to notify the airline of her gestation period.
II. In accordance with the provisions of the RAC 3.10.2.12., women with a gestation period of more than thirty (30) weeks should not travel by air, unless the trip is strictly necessary. Such passengers must execute and submit a document with a medical clearance regarding their fitness to fly and exonerating the airline from any liability for any event that may arise due to her pregnancy status during the flight. The medical clearance must take into account the route and the duration of the flight, and must be issued no more than 10 Days before the flight.

III. Notwithstanding the provisions of the preceding paragraphs, the Airline reserves the right to whether allow to transport a pregnant woman or not. This policy applies to both domestic and international flights. In the event that the passenger is not admitted, VivaColombia shall issue a full refund for the pregnant woman's ticket.

IV. Pregnant passengers cannot be seated in emergency exit rows.

**Carriage of Sick People**

I. For the carriage of a Passenger that has a communicable disease or infection, if the Airline determines that the Passenger’s condition poses a direct threat, a medical certificate issued no more than twenty-four (24) hours (except for flights to/from the United States) before the scheduled departure of the flight as per the Itinerary must be submitted. Such medical certificate shall indicate the physician's license number as well as the health condition of the Passenger and his/her fitness to fly and would not be communicable, or that with certain measures which can be taken on the
flight will not be communicable. For flights to/from the United States the medical certificate can be issued 10 days before the flight.

II. In the event a Passenger cannot travel occupying a single seat due to his/her physical condition, an additional seat must be purchased.

Carriage of Personal Assistance Devices and Medical Equipment

I. Own wheel chair:

   a. If a Passenger requires help for moving while at the airport, this service must be requested at least 48 hours before scheduled departure, except for flights to/from the United States, either through the call center, the web page or at the airport.

   b. For all flights except those to/from the United States this service is granted from the counters of the Airline in the respective airport to the boarding gate, the aircraft door or the seat, as it is requested. Upon the arrival of the flight, this service is provided up to the airport drop off point at the entrance of the terminal, not including the parking lot. For flights to/from the United States the service is granted from the terminal entrance.

   c. Passengers in wheelchairs who can take care of themselves in the event of an evacuation (in the case of flights to/from the United States), or Passengers (in the case of flights other than flights to/from the United States) having the ability to assist themselves, may travel without companion.

   d. Passengers in wheelchairs who cannot take care for themselves, except for flights to/from the U.S. must travel with an adult.
companion older than 18 years and with no limitations. These Passengers must purchase his/her companion's ticket.

e. Wheelchairs or other mobility aids driven by batteries and non spillable batteries may be transported, provided that the plugs are protected against short circuits, the battery is located inside a container, and the wheelchair may be secured to protect it from Damages caused by the movement of the Luggage. Wheelchairs or mobility aid elements driven by battery which do not exceed the following dimensions: 90 cm wide; 90 cm long, 90 cm high, and whose weight does not exceed 50 kg will be accepted. Wheelchairs exceeding the weight and dimensions mentioned above in either side will not be accepted.

f. Wet and spilled batteries are considered dangerous goods and will not be transported by VivaColombia.

g. For all flights, except those to/from the United States, the Passenger must sign the Exemption for the Carriage of Passengers under Special Medical Conditions form.

II. Wheelchairs at the airport:

a. For all flights except those to/from the United States, This service must be requested at least twenty-four (24) hours or more prior to the departure of the flight, either through the call center, the web page or at the airport. For Flights to/from the United States Passenger could request the service without advance notice at the airport the day of the flight.
b. For all flights except those to/from the United States this service is granted from the counters of the Airline in the respective airport to the boarding gate, the aircraft door or the seat, as it is requested. Upon the arrival of the flight, this service is provided up to the airport drop off point at the entrance of the terminal, not including the parking lot. For flights to/from the United States the service is granted from the terminal entrance.

c. For all flights except those to/from the United States, Passengers that require a wheelchair must show up at the Airline Check-in module at the airport at least one (1) hour before the departure of the flight.

d. Passengers who cannot take care for themselves and that require safety assistant under these General Conditions, must travel with an adult companion older than 18 years and with no limitations. For flights to/from the United States, VivaColombia will not charge the transportation of such safety assistant/companion.

e. The maximum number of wheelchairs with companion per flight is 4, taking into account that only 4 special services are allowed and limited per flight, including the special and limited wheelchair service, except for flight to/from the United States, where VivaColombia has no restrictions for this service.

f. If the Passenger requires additional luggage other than the Personal Item, he/she must acquire Checked Luggage Optional Service.

g. The Passenger must sign the Exemption for the Carriage of Passengers under Special Medical Conditions form, except for flight to/from the United States.
Policy for the carriage of Passengers with reduced mobility and physical limitations.

I. Aid articles such as: crutches, folding wheel chairs and walkers may go in the aircraft cabin at no extra cost and without being part of the Carry-on Luggage exemption.

II. Carriage of Passengers with vital therapeutic equipment:

a. It is prohibited, on the flights of Fast Colombia S.A.S - VivaColombia, the carriage of oxygen cylinders in both the Passenger cabin and the aircraft hold.

b. Fast Colombia S.A.S - VivaColombia does not provide the oxygen service aboard its aircraft.

c. The carriage of vital therapeutic equipment is part of the special and limited services, which are subject to the maximum number of 4 per flight, except for flights to/from the United States where there’s no limit for Passengers that require therapeutic equipment.

d. Passengers who need to travel with vital therapeutic equipment must notify Viva Colombia about such situation through the call center, at least twenty-four (24) hours or more in advance. Likewise, they are required to show up at the Airline Check-in module at the airport at least one (1) hour before the flight with a medical certificate stating that such therapeutic equipment must be brought with them.

e. Passengers requiring medical oxygen during the flight may travel with a portable oxygen concentrator (“POC”) of the following brands
and models authorized by the FAA (check here FAA approved POCs http://1.usa.gov/1MefUvG):

f. The POC will be placed under the seat in front of the Passenger's seat.

g. A Passenger carrying POC must submit a medical certificate and sign the EXEMPTION FOR THE CARRIAGE OF PASSENGERS UNDER SPECIAL MEDICAL CONDITIONS form when making the documentation process at the airport, except for all flights to/from the United States.

h. The aeronautical regulations prohibit the use of other personal oxygen units, including those containing compressed or liquid oxygen, as they are considered dangerous goods.

i. A Passenger carrying a POC must take the following into account:

   i. The POC and its batteries must be provided by the Passenger.

   ii. The Passenger must be of legal age or travel with a companion who is, except for flight to/from the United States.

   iii. The Passenger must be able to hear the alarms that the POC might transmit, see the alarm indicators companion who can.

   iv. The Passenger must travel with sufficient batteries with a battery life equivalent to 150% of the flight time scheduled as per the Itinerary. The total batteries include the one installed in the POC, except for flight to/from the United States.

   v. The Passenger shall ensure the POC and its batteries are in good condition, free of Damage, and must be packaged as a unit avoiding the contact between them so as to protect them.
from Damage or short-circuiting, except for flight to/from the United States.

vi. Boarding refusal for the breach of the travel conditions does not constitute grounds for an exception in the regulations of the Fare purchased in the trip ticket.

vii. Users of POC may not sit down at emergency rows or on any other seat blocking the access of another Passenger to the corridor.

viii. The boarding of the Portable Oxygen Concentrator (POC) is free, and it is not considered as the Personal Item of the Passenger.

ix. Fast Colombia S.A.S. - VivaColombia shall not be obligated to provide batteries or power for the POC during the flight; or for any equipment related to the POC.

Carriage of Passengers with special medical conditions.

I. Passengers with medical conditions that may be considered to be threats and contagious for other Passengers must notify VivaColombia about such special medical condition through either the call center, the web page or at the airport at least twenty-four (24) hours or more in advance, except for flight to/from the United States.

II. Likewise, they are required to show up at the Airline Check-in counter at the airport at least one (1) hour before the flight and submit a medical certificate issued no more than twenty-four (24) hours before the scheduled
departure of the flight as per the Itinerary, except for flight to/from the United States where its validity period is 10 days. Such certificate shall indicate the physician's professional registration as well as the health condition of the Passenger and his/her fitness to fly.

III. To authorize the carriage of a Passenger under special medical conditions, the following conditions must be taken into account:

a. POLICY FOR THE CARRIAGE OF PASSENGERS WITH MENTAL OR PSYCHOLOGICAL DISABILITY. Passengers who, due to a disability, cannot follow safety instructions (and, in the case of flights to/from the United States, are not accompanied by a companion) or Passengers who show alterations of personality or conduct that present a threat to the safety of the Passenger and/or to others are not allowed to travel on flights of Fast Colombia S.A.S. – VivaColombia.

b. POLICY FOR THE CARRIAGE OF PEOPLE UNDER SPECIAL LEGAL CONDITIONS For all flights except those from/to United States, and, due to the internal policies of Fast Colombia S.A.S., which prohibit the carriage of all kinds of weapons and fire arms inside the aircraft, only Passengers under special legal conditions not requiring to be escorted by armed guards and also complying with the following requirements may travel on flights of Fast Colombia S.A.S. – VivaColombia:

i. The National Penitentiary Institute (INPEC - In its initials in Spanish), as the entity responsible for the carriage of the Passenger, sends the Airline a request for his/her
transportation at least twenty-four (24) hours before the schedule departure time of the flight as per the Itinerary, so as to make the necessary arrangements within the Airline.

ii. The Passenger is permanently guarded by at least two guards of the INPEC, who must identify Passenger.

iii. Both the Passenger and the guards must pass all the checkpoints and comply with the security/safety requirements established by each airport.

iv. The Passenger and the guards are not allowed to carry any weapons, matches, lighters, incapacitating elements, or any other element that may be used as a weapon inside the aircraft.

Carriage of Human Remains

I. VC shall not transport human remains. The transportation of ashes is permitted, provided that it is packed in a secure container and is carried as Carry-on Luggage. Passengers must inform the Airline about the ashes at the time of the Check-in (Documentation) at the counter of VivaColombia in the respective airport.

ANNEX X - INFORMATION VIA SMS (TEXT MESSAGES)
To comply with Article 3.10.1.6. of the Aviation Regulations, VivaColombia shall send text messages (SMS) to notify any issues that may affect a reservation, at such time as may be considered appropriate by the airline. "3.10.1.6. Informing about Changes. In the event of any change regarding a flight, the schedule or, in general, any aspect affecting the agreed reservation, the airline, or the travel agency by which such reservation was made (if the latter had been aware thereof), the passenger must be informed through the fastest means possible (telephone, fax, e-mail, text message by mobile phone, etc.) no later than twenty-four (24) hours prior to the flight." In addition, SMS's sent shall not be for commercial or advertising purposes; for this reason, there shall be no time restrictions, in accordance with Article 5 of Resolution 4039 of 2012 of the Communications Regulation Commission (CRC) in paragraph 1. "PARAGRAPH 1: Short text messages -SMS- and/or multimedia messages -MMS- for commercial and/or advertising purposes, as well as those referred to in paragraph 103. 4 of this Article [messages on the exclusion of databases for commercial and/or advertising purposes,] may only be sent to users in the hours between eight o'clock in the morning (8:00 a.m.) and nine o'clock at night (9:00 p.m.). Users who have requested to send short text messages -SMS- and/or multimedia messages -MMS- for commercial and/or advertising purposes must be duly and previously informed on the cases in which such messages are transmitted outside the time period specified in this paragraph; in this case, the express and unquestionable acceptance of the user is required." According to this, the Aviation Regulations stipulates how the personal data of our customers should be treated, which is fully observed by VivaColombia. "3.10.1.4. Protection of Information. Personal information and data of the passengers may only be used to formalize the reservation and make the transportation contract execution, and any other additional services, possible, as provided in this paragraph. The carrier shall manage the information treatment, which includes collection, storage, use, circulation, deletion,
transmission and/or transfer of data provided by the passenger for the implementation of the activities related to the transportation services or package services, all included, contracted by a passenger, such as, making reservations, modifications, cancellations and schedule changes, refunds, response to inquiries, complaints and claims, loyalty programs, accounting records, among others; processes in which third parties being the carrier service providers may be involved, including among others, reservation and distribution systems, call centers, the representatives, agents or intermediaries of the carrier, and third party service providers thereof, and that may be provided in countries other than the place where the reservation is made, as well as for any other purposes accepted by the passenger under the terms and by the deadline established in the privacy policy of the carrier. The carrier, the third party service providers of the carrier, the representatives and the agents or the intermediaries of the carrier must protect any passenger data to prevent the use thereof for improper purposes and such data may not be assign or traded under any circumstances.”

ANNEX XI - CONNECTING FLIGHTS

I. Connection shall mean a change from one flight to another by the passenger at a point other than the points of origin and destination indicated on the ticket to get to your destination. This can lead to a change of aircraft and flight number.

II. VivaColombia only recognizes as connecting flights, those flights under the same reservation code.

III. Only connecting flights with VivaColombia are valid. If the passenger has a connection with another airline, VC shall not be liable for this.
IV. All additional services apply to connecting flight from the origin to destination, except for the additional seat assignment service which shall be charged per journey.