

**GENERAL CONDITIONS OF THE CONTRACT FOR DOMESTIC AND  
INTERNATIONAL AIR CARRIAGE OF PASSENGERS AND LUGGAGE IN  
PERU OF VIVA AIRLINES PERU S.A.C**

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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 Peru and international flights operated by VIVA AIRLINES PERU S.A.C. ("VIVA AIRLINES") and those operated by Airlines with which VIVA AIRLINES has commercial cooperation agreements.
- 1.2. Unless otherwise established herein, these General Conditions only apply to those flights or flight segments where the name "VIVA AIRLINES" and/or "VIVA AIRLINES PERU S.A.C." 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, VIVA AIRLINES reserves the right to enter into commercial cooperation agreements with other Airlines. This means that although the Designator Code of VIVA AIRLINES 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, VIVA AIRLINES 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. VIVA AIRLINES will inform when the flight is operated by another Airline and is responsible for meeting all of the obligations with the Passengers set forth in the ticket.

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

***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 VIVA AIRLINES PERU S.A.C. or VIVA AIRLINES; terms that may be jointly or separately used in this contract, the Ticket, or in other documents with the Designator Code, or otherwise.

***DGAC:*** General Directorate for Civil Aviation (DGAC in its initials in Spanish).

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

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

***Ticket:*** A group of valid documents provided by VIVA AIRLINES or by and authorized agency established in the contract and that proves that the passenger has a contract with VIVA AIRLINES.

***Check-in (Documentation):*** Check-in process a Passenger should follow to obtain a Boarding Pass.

***Unforeseen circumstances:*** Causes beyond the carrier's normal business performance, which prevent the flight from being made or which delay flight departure or arrival, such as weather conditions, technical problems that require maintenance other than the scheduled or routine maintenance of the aircraft, factors or circumstances related to Passengers or to third parties, ground support equipment failure among others.

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

***Destination:*** The last destination listed in the Ticket.

***Contract Conditions:*** Those elements being an integral part of the Contract of Carriage being entered into with VIVA AIRLINES 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.

***Fare Conditions:*** Those terms and conditions applicable to each of the Fares charged by VIVA AIRLINES, 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. The Passenger has to verify, according to the type acquired fare, which conditions may apply.

***Contract of Carriage:*** The Air Transportation: contract entered into between VIVA AIRLINES 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.
- b. The Hague Convention, signed on September 28, 1955.
- c. The Guadalajara Supplementary Convention of 1961.
- d. The Montreal Protocol, signed in 1975.
- e. The Convention for the Unification of Certain Rules for International Carriage by Air in Montreal on May 18, 1999.
- f. The Guatemala Convention of 1971.
- g. Decision 619 of the Andean Community.

**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.

**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 VIVA AIRLINES.

**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.

**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.

**Carry-on Luggage:** Luggage whose custody is kept by the Passenger during the flight and the transportation of which is authorized by VIVA AIRLINES 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 VIVA AIRLINES (See Annex V).

**Checked Luggage:** The Luggage for which a Passenger pays and is transported in the aircraft hold, taken into custody by VIVA AIRLINES, and for which a Luggage Ticket has been issued. The Checked Luggage shall meet the weight and volume standards established by VIVA AIRLINES (Annex V).

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

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

**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.

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

**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.

**Product:** The various types of services offered by VIVA AIRLINES 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.

**Optional Services:** Services a Passenger may acquire as an addition to the Product initially acquired.

**Fare:** Price charged for the transportation by VIVA AIRLINES, 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.

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

## **CHAPTER II. REGULATIONS**

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

### **Article 3. - NATIONAL STANDARDS (APPLICABLE TO DOMESTIC FLIGHTS IN PERU)**

- 3.1. Civil Aeronautics Law N° 27261 Relative to the Air Transportation in Peru: and to establish the guidelines for the provision of this service.
- 3.2. Legal Regulation approved by Supreme Decree 050-2001-MTC.
- 3.3. Aviation Regulations of Peru (RAP in its initials in Spanish).
- 3.4. Law N° 29571. – Consumer Protection Bylaw.
- 3.5. Law N° 29733. – Data Protection Law, and the regulation- Supreme Decree N°003-2013-JUS.

3.6. Concerning the Carrier's Liability Regime in international transportation, in addition to the Warsaw and Montreal Conventions, and as long as they are not in opposition to such conventions, the Contract of Carriage shall be subject to: the provisions of this contract and any other regulations that are an integral part thereof, and the provisions set forth by Law and the Regulation.

#### **Article 4. - INTERNATIONAL STANDARDS (APPLICABLE TO INTERNATIONAL FLIGHTS FROM AND TO PERU)**

4.1. The Warsaw Convention of 1929. – Regulates issues related to the Contract for International Air Transportation.

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 Peru 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.vivaair.com/pe](http://www.vivaair.com/pe), and are further made available to Passengers at the VIVA AIRLINES offices.

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

- I. The Ticket.
- II. The VIVA AIRLINES Fare Conditions.
- III. The Itineraries.
- IV. The VIVA AIRLINES General Operations Manual.

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 VIVA AIRLINES web page, [www.vivaair.com/pe](http://www.vivaair.com/pe), under the Link "Terms and Conditions".

5.4. The Passenger accepts these General Conditions, as well as those contained in the applicable standards. VIVA AIRLINES shall not be liable toward a Passenger for facts arising from such Passenger's omission to learn about and verify the terms and conditions applicable to Air Transportation, Fares, Baggage and any other service provided by VIVA AIRLINES.

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.

5.5. 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 VIVA AIRLINES, including any Passengers, employees, salesclerks, or VIVA AIRLINES authorized Agents, will be null and void. No person other than VIVA AIRLINES 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 VIVA AIRLINES 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". Passengers are solely

responsibility for informing about terms and conditions of reservation, also with the information shared by VIVA AIRLINES.

The Passenger acknowledges that the personal information collected by VIVA AIRLINES 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 VIVA AIRLINES, conducting marketing activities and research, handling customer relations issues, facilitating immigration procedures facilitating security checks, and making available such personal information to Peruvian authorities, international authorities or emergency services, in connection with the trip. For these purposes, the Passenger authorizes VIVA AIRLINES 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 VIVA AIRLINES. VIVA AIRLINES undertakes to protect the Passenger with the law N° 29733 – Data Protection Law, committing to adopt and implement sufficient and necessary measures in order to meet the obligation to protect personal data.

6.2. The Passenger is responsible for providing true information. VIVA AIRLINES is not required to take responsibility for any Damages derived from false, incomplete or erroneous information by the Passenger or whoever purchased the Ticket.

## **Article 7. - TICKETS**

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

Passengers are responsible for presenting the travel documents and identification documents required by VIVA AIRLINES for the identification.

International Air Tickets and its additional Services are personal and not transferable. A Domestic Air Ticket and its additional services are personal; however, in accordance with the provisions of the Consumer Protection and Defense Code, a Passenger may endorse or transfer the ownership of a national service acquired to another Passenger who shall be fully identified; or postpone the provision of the service under the same agreed conditions, notifying of this, in advance and reliably, at least twenty-four (24) hours before the date and time scheduled for the provision of the service. The Passenger must assume all expenses for the issuance of a new ticket, which shall be issued under the applicable Conditions.

- 7.2. The Ticket shall be issued once the payment of the Fare is made.
- 7.3. The name of the Carrier may appear in the Ticket in an abbreviated manner.
- 7.4. The agreed Stopover points will appear in the Ticket or in the Itineraries published by the Carrier.
- 7.5. Without prejudice to any other restrictions for the carriage of Passengers that may apply, VIVA AIRLINES 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 VIVA AIRLINES with valid photo identification.
- 7.6. VIVA AIRLINES 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. VIVA AIRLINES 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).
- 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, this shall be subject to the provisions of this Contract; the Passenger is required to be properly informed on the conditions applicable to changes that may be requested in relation to the Transport. The information is provided by VIVA AIRLINES and is available to 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.

8.6. If the customer chooses payment in the form of cash (SafetyPay through BCP, Interbank, Scotiabank, Caja Trujillo, BBVA, Caja Tacna o Kasnet), Viva Air will add a surcharge of an administrative fee.

#### **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 any governmental, airport, and Airline requirement and procedure, and in no event later than any minimum time period specified by VIVA AIRLINES 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. VIVA AIRLINES is not liable if the Passenger misses the flight for not having a printed Boarding Pass in due time and the required documents according the contract of carriage.

#### **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 VIVA AIRLINES; and/or (iii) that has been issued or amended by someone other than VIVA AIRLINES or without the authorization of VIVA AIRLINES.
- 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.
- 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. VIVA AIRLINES 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 VIVA AIRLINES 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.vivaair.com/pe](http://www.vivaair.com/pe).
- 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, VIVA AIRLINES 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. VIVA AIRLINES 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, VIVA AIRLINES may refuse to transport him/her, without being liable for any Damages arising thereunder, except as provided by applicable laws and conventions.

11.6. VIVA AIRLINES 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. VIVA AIRLINES 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 according the applicable regulation. The Passenger is responsible in front of VIVA AIRLINES and the competent authorities for non-compliance of this information.

## **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 VIVA AIRLINES, we will notice the Passenger through the contact information provided by the

passenger. The obligation to inform shall be deemed fulfilled when it has been provided to at least one (1) of the means of contact provided by the Passenger.

- II. When, for reasons beyond the control of the Airline's, the Contract of Carriage cannot be carried out under the agreed conditions, VIVA AIRLINES 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. The acquisition of the Ticket includes the acceptance of this Clause and, in general, the provisions set forth in this Contract.
- III. VIVA AIRLINES 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, VIVA AIRLINES is relieved of all liability related to the delay, cancellation, or detour of the flight, resulting from weather conditions, unforeseen causes, Force Majeure or operational reasons to safeguard flight, crew and passengers safety.
- 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, VIVA AIRLINES 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, unforeseen causes

or Force Majeure, VIVA AIRLINES 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 VIVA AIRLINES will provide other compensation as provided by applicable laws and conventions. In these cases, VIVA AIRLINES 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, VIVA AIRLINES 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, VIVA AIRLINES 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, VIVA AIRLINES should make all the necessary arrangements on its own account for the Passenger's trip with another Carrier as soon as possible.
- VII. If VIVA AIRLINES is not able to provide the Passenger with the transportation according to the above, VIVA AIRLINES 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 VIVA AIRLINES'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. There won't be a refund in case of delay, cancellation, or detour of the flight, resulting from weather conditions, unforeseen causes or Force Majeure.
- 14.2. There will be a total refund on the death of a Passenger provided that VIVA AIRLINES can verify it.
- 14.3. The Passenger should take into account that: (i) there are promotional Fares which do not allow the Ticket refund. Passengers are solely responsible for informing about terms and conditions of reservation, also with the information shared by VIVA AIRLINES.
- 14.4. *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 Peru. In such event, the Passenger may endorse, transfer or reschedule the

Air Ticket in accordance with the conditions stated in this Contract and the applicable regulations. In no case, will the Passenger's withdrawal grant him or her with the right to reimbursement for the Air Ticket or the amount paid for the Additional Services acquired, except in the cases allowed under this contract. 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 (iv) comply with the safety regulations that are required by VIVA AIRLINES, as well as those established in the applicable regulation. VIVA AIRLINES 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, VIVA AIRLINES 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 VIVA AIRLINES to make and keep a copy thereof.
- 16.4. VIVA AIRLINES 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. VIVA AIRLINES 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. VIVA AIRLINES 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, VIVA AIRLINES 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 VIVA AIRLINES 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 VIVA AIRLINES for any amounts paid or expenses incurred. The Passenger authorizes VIVA AIRLINES 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 VIVA AIRLINES, or to make a deduction from the Passenger's credit card.

#### **Article 17. - INSPECTIONS**

17.1. VIVA AIRLINES 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, VIVA AIRLINES, or any other Carriers.

#### **Article 18. - CONSECUTIVE TRANSPORTATIONS**

18.1. When the transportations are carried out by VIVA AIRLINES 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, VIVA AIRLINES 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. VIVA AIRLINES 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 law, the regulations and the Aeronautical Regulations of Peru (RAP 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

- 1.1. At the time a purchase is made and accepted, the Airline shall assign the Passenger a record thereof, additionally indicating the Product he/she is entitled to, as well as the Fare Conditions.
- 1.2. The contract of carriage will be deemed perfected once payment of the fare by the Passenger is received. With this payment, a Passenger is accepting the terms and conditions established in this contract.
- 1.3. 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 the Airline. (See Annex VII).

- 1.4. 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**

- 2.1 As a penalty, the airline will be entitled to the difference in fare in the event that, due to an amendment to the contract of carriage requested by a passenger, the rate resulting from such amendment is lower than that of the amended one.
- 2.2 Fares for one way or round-trip flights apply to the transportation from the airport in the point of origin to the airport in the point of destination and/or return, unless otherwise expressly provided.
- 2.3 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 the Airline offers them and the Passenger acquires them.
- 2.4 Fares: Viva, VivaSuper, and VivaMax, refer to the fare options offered for the purchase of the ticket. [To consult the details of these fares, click here.](#)
- 2.5 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.
- 2.6 The Fare set may be subject to changes before purchasing the Ticket.
- 2.7 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.

2.8 Infants (between 10 days and 24 months), will not occupy a seat.

- a. An adult passenger can travel on domestic flights with a child under two (2) years of age only paying taxes and administrative fees for the child, provided that the child will travel on his or her lap and does not occupy any seat.

2.9 Children (from 24 months plus one day and 12 years of age must occupy a seat and therefore pay the full Fare and taxes even for promotional fares.

2.10 If the customer chooses payment by cash through the web site or call center, the Airline will add a surcharge of an administrative fee and will notify this surcharge.

2.11 Once the reservation has an approved payment, if the client decides to apply a change (name / date / route) and/or add services only through the website and/or travel agency, the Airline will surcharge a payment transaction. This will be applied to the total reservation and not per passenger. This value will not be refundable.

### **ANNEX III - METHOD OF PAYMENT**

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

3.2 The Airline 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, the Airline will not be subject to any liability whatsoever. It also applies for the amounts paid by additional services.

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

3.4 [To see the details of the payment options, click here.](#)

3.5 Payments for Optional Services may be made:

3.5.1 At the time of purchasing the ticket via either:

- a. The call center, with direct payment by charges to credit cards or indirect payments through SafetyPay (BCP, Interbank, Scotiabank, Caja Trujillo, BBVA, Caja Tacna o Kasnet).
- b. The Carrier's website at [www.vivaair.com/pe](http://www.vivaair.com/pe) with direct payment by charges to debit or credit card, or indirect payments through SafetyPay (BCP, Interbank, Scotiabank, Caja Trujillo, BBVA, Caja Tacna o Kasnet).
- c. A Travel Agency through indirect payment.
- d. Airports at the counter of the airline with direct payment by charges to debit or credit card, or by paying in cash.

3.5.2 Changes and additional services added after the purchase can be paid only through the following options:

- a. The call center, with direct payment by charges to credit cards or indirect payments through SafetyPay (BCP, Interbank, Scotiabank, Caja Trujillo, BBVA, Caja Tacna o Kasnet).

- b. The Carrier's website at [www.vivaair.com/pe](http://www.vivaair.com/pe), with direct payment by charges to debit or credit card or indirect payments through the authorized payment points.
- c. A Travel Agency through indirect payment.
- d. Airports i) at the counter of the Airline with direct payment by charges to debit or credit card, or by paying in cash, ii) at the gate, by paying in cash. Changes can only be made at the airport where the airline has a point of sale.
- e. Indirect payments through SafetyPay (BCP, Interbank, Scotiabank, Caja Trujillo, BBVA, Caja Tacna o Kasnet).

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

##### **4.1 Check-in**

- a. The Passenger must complete the Check-in process to obtain the Boarding Pass and complete the require documents for the trip. [Click here to see the required documents.](#)
- b. The options to obtain the Board Pass are:
  - 1. Web page:
    - i. The passenger can do the web check-in process though the web page [www.vivaair.com/pe](http://www.vivaair.com/pe) for free between seventy-two (72) to two (2) hours before the scheduled departure of the flight as per the Itinerary for domestic flights.
    - ii. When using web Check-in, all Passengers under the same reservation will be checked-in.

- iii. Each Boarding Pass must be printed on an individual letter-size sheet.
- iv. If the passenger does not make the web check-in process, the boarding pass at the airport will have an additional cost
- v. The following passengers will not be able to do the web check-in through the page [www.vivaair.com/pe](http://www.vivaair.com/pe) and must show up at the counter of the airline to obtain the boarding pass without additional cost:
  - Pregnant women
  - Passengers traveling with animals (dogs or cats according to the airline specifications)
  - Infants
  - Passengers traveling in special conditions

## 2. Check-in at the airport:

- I. Passenger can acquire this service paying an additional provided in the Fare Conditions.
- II. The VivaMax fare includes the boarding pass at the airport.
- III. The Check-in process at the counter is available for domestic flights, from one hundred twenty (120) minutes to forty-five (45) minutes prior to scheduled departure.
- IV. If passenger misplaces the boarding pass, the reprint service will have an extra cost.

## 4.2 Showing a the boarding gate

- a. The Passenger must show up at the boarding gate from two (2) hours to forty-five (45) minutes prior to scheduled departure time,
- b. Passengers must verify the boarding gate that is assigned by the airport.

### **ANNEX V - LUGGAGE**

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

5.2 Under any circumstance valuables objects, cash, currency, stones or precious metals, be carried in the luggage without declaring them to the Airline (without prejudice to the statement to be made to the customs authority or others that are competent) or in such quantities that declared or cannot in any way endanger the safety of the flight, of persons on board or at airports (See article 11).

#### **Luggage on board**

- a. A Passenger must keep custody of his/her Luggage on board at all times prior to the acceptance and authorization by the Airline to take the Luggage on board the aircraft.
- b. As luggage on board the passenger can carry:
  1. Personal item for free:
    - i. It's the luggage allowed and authorized by the Carrier without additional cost included in the ticket and whose custody must be kept by the Passenger during his trip.

- ii. It is one (1) single piece allowed per Passenger. Example: backpack, wallet, laptop bag, diaper bag, fanny pack or kangaroo. The Passenger may carry as a personal item at no cost a piece of sports luggage or musical instrument that does not exceed the weight and dimensions thereof.
- iii. The weight and the measures allowed for the personal item without cost are 6 Kg and 40x35x25 cm, including wheels and handles.
- iv. The Personal Item must be located under the Aircraft seat during the flight, except first row which must be placed in the upper chambers.
- v. 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 [\(Click here to see prices of luggage\)](#) according to the weight and dimensions plus the Product change costs.
- vi. Adults traveling with infants may carry an extra personal article such as diaper bag that not exceeds 6kg and 40x35x25 cm. They can also bring a stroller that will be stored in the hold of the plane without any additional cost.
- vii. Additional items: in addition to the personal item, it can be carried under the care of the Passenger and without additional cost one (1) of the following items: small camera, binoculars, reading material (book or magazine), jacket or a bag purchased in the duty free.

2. Carry-on Luggage with extra charge:

- i. The Passenger must pay for this Optional Service which entitles him to transport his luggage in the plane cabin and board in group one (1). [Click here to see prices of the Carry-on Luggage.](#)
- ii. The conditions thereof are: one (1) piece with a maximum weight of 12 kg and dimensions of 55x45x25 cm, including wheels and handles. The Luggage may be stowed in the overhead bin.
- iii. In the event that the Carry-on Luggage 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 ([see prices of checked luggage here](#)).
- iv. The VivaMax fare includes one (1) piece of Carry-on luggage of 12 Kg and 55x45x25 cm.
- v. If the passenger exceeds the Carry-on measures or allowed weight at the gate, the passenger must bring the luggage to the airline counter to send it as checked luggage with an extra cost. In case of failure to comply with: measures, weight, additional charges and / or times described by the Carrier, it will not be responsible for the custody of the baggage or for the loss of the ticket.

### **Checked Luggage**

- a. It is an additional service for which the Passenger must pay ([click here to see prices](#)) and which entitles him to transport his luggage in the hold of the plane.
- b. Only a maximum of three (3) pieces per passenger is allowed. A corresponding value must be paid for each one ([for details click here](#)).

- c. The weight and the measures allowed for the Checked Luggage are 20Kg and 158 linear cm (height + length + width) for each piece.
- d. The VivaSuper fare includes one (1) piece of Checked Luggage of 15Kg and 158 linear cm, which is exclusive for this fare and will count as the first piece. The VivaMax fare includes the first piece of checked luggage of 20Kg and 158 linear cm.
- e. The passenger can bring as one of the pieces of checked luggage: carry boxes, packages, Styrofoam coolers or plastic coolers, if you purchased the additional Checked Baggage service:
  - i. 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.
  - ii. Cardboard Boxes: will only be accepted if they are in good condition for transport. 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.
  - iii. Packages: a package is understood to be any package other than a suitcase, being resident, and which does not break during transit handling. Plastic or trash bags will not be allowed.
- f. The Airline has custody over the Checked Luggage once it is delivered to the counter of the Airline and the corresponding charges have been paid by the Passenger.

- g. Checked Luggage will be accepted between two (2) hours and forty-five (45) minutes prior to scheduled departure time of the flight. After this time period, Luggage to be checked-in will not be accepted.
- h. At the time of the Check-in, the Airline shall issue a Luggage Ticket per checked-in piece.
- i. Infants are not entitled to carry Checked Luggage.
- j. If the checked Luggage exceeds the allowed weight, the passenger must pay the corresponding fee per kilogram ([See prices of additional kilogram here](#)). The maximum weight allowed per piece of Checked Luggage exceeding the maximum weight is 32 kilos.
- k. For security reasons, any luggage can be taken from the boarding gate to the aircraft holds. This means that the checked luggage and/or oversized at the boarding gate, must be taken by the Passenger to the counter to register it properly.
- l. If the passenger does not comply with measures, weight, additional charges and / or times described by the Carrier, the Carrier will not be responsible for the custody of the luggage or for the loss of the Ticket.
- m. Whenever possible, Checked Luggage shall be carried on the same aircraft transporting the Passenger, unless, for security or operational purposes, the Airline decides to transport it on another flight, which, in any case, shall be the closest to that on which the Passenger has been transported.
- n. If Checked Luggage is carried on a flight other than that of the Passenger, the Airline 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.

- o. Check-in and transported Luggage will be delivered to the destination place by showing and delivering the passwords on the Luggage Ticket.
- p. 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 five (5) days for Damages.
- q. "Delay" means any delay in the Checked Luggage delivery caused directly by the Airline, unless such delay results from the Airline's decision to transport it on an alternative flight for safety/security or operational reasons.
- r. 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 the Airline's counter to continue with the trip.
- s. If Checked Luggage is not picked up within three (3) months counted as from the day it must have arrived, the Airline may dispose of it without the authorization of the Passenger.
- t. Checked Luggage will only be delivered to whomever the Airline 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 the Airline, that he/she is entitled to pick it up (for validation, the Carrier will require at least a copy of the passenger's identity document and signed authorization letter for delivery to a third party).
- u. The Airline shall not be liable for physical, superficial, and aesthetic Damages caused to the Luggage as a result of the normal movement and transportation thereof.

- v. In case of a partial or total loss of the Luggage, the company shall recognize an amount:
  - a. Domestic flights: Responsibility will be assumed up to a limit of 17 Special Drawing Rights (SDR) per checked-in kilo, in accordance with the provisions stipulated in the current regulation; the Passenger must provide evidence of the amount of the damage. 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.
  
- w. The Luggage will not be accepted when the pieces exceed the limits described In [www.vivaair.com/pe](http://www.vivaair.com/pe) ([See luggage details here](#)), unless the Carrier decides otherwise and the Passenger pays the corresponding value.

### **SPORTS EQUIPMENT**

- a. By purchasing this additional service, you should take into account that the items considered sports items by the Airline are: golf, fishing and diving equipment, non-motorized single-seat bicycles properly packed (flat tires, handlebars must be folded and pedals loose, also must have adequate protection) bowling, skiing, archery, camping, hockey or lacrosse, kitesurfing or kiteboarding equipment, rackets (2), roars (2), parachutes, pool cues, surfing, windsurfing equipment.
- b. The sporting equipment may not exceed 32 kg (70 pounds) in weight and 366 cm (12 inches).
- c. The Airline does not carry firearms, sports weapons, hunting equipment or ammunition.

- d. Sports equipment as a personal item: If the sports equipment complies with the measurements and weight of the personal item ([see details of sports equipment as personal item here](#)), may be carried in the aircraft cabin as the personal item piece for free.
- e. Sport equipment as Carry-on luggage: equipment's with a package not exceeding 100x37x25 cm and 12 kg may be carried in the upper compartments of the aircraft cabin by purchasing the luggage on board service ([see prices of sport equipment as carry-on luggage here](#)).
- f. Sports equipment as checked luggage: This luggage shall go in the aircraft hold by purchasing this service ([see prices of sport equipment as checked luggage here](#)) and should not exceed 32 kg in weight nor 366 linear cm (corresponding to the total equipment length + width + height). 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 the Airline will not be liable for the state of the sporting equipment as checked Luggage, for being unconventional luggage.

## **MUSICAL INSTRUMENTS**

- a. Musical instruments such as guitars, drums, trumpet, etc.
- b. Must be carried in soft cases.
- c. Musical Instrument as the Personal Item: If the Musical instrument complies with the measurements and weight of the personal item ([see details of musical instruments as personal item here](#)), may be carried in the aircraft cabin as the personal item piece for free.

- d. Musical instruments as Carry-on luggage: Musical instruments with a package not exceeding 100x37x25 cm and 12 kg may be carried in the upper compartments of the aircraft cabin by purchasing the luggage on board service ([see prices of musical instruments as Carry on luggage here](#)).
- e. Musical Instrument occupying a seat: If your instrument dimensions are 136x47x25 cm and weighs no more than 75 kg, it may go in the cabin by purchasing an additional ticket and the additional service seat assignment; the musical instrument should travel in the next seat of the passenger. If you decide to purchase this service, you should take into account that the passenger is the one in charge of carrying and locating the instrument on the aircraft and placing it in a window seat and never by emergency exits.
- f. Musical instruments as checked luggage: weight shall not exceed 32 kg nor shall dimensions exceed 366 linear cm, which correspond to the total luggage length + width + height, by purchasing this service ([see prices of musical instruments as checked luggage here](#)). 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 the Airline will not be liable for the state of the musical instrument in the aircraft hold, for being unconventional luggage.

## **PETS**

- a. The airline only offers the carriage of pets (dogs and cats) in the aircraft cabin for domestic flights. To see the travel conditions of emotional support animals or guides, see Annex IX ([For more details about carriage of pets click here](#)).

- b. The carriage of pets is subject to the payment of the additional service ([see prices and additional conditions here](#)) and to the previous fulfillment of the conditions described by the Airline.
- c. The airline only transports dogs and cats. No other type of animal is allowed on the plane.
- d. The minimum age of the animal to be transported is eight (8) weeks. Animals under this age should not travel by plane.
- e. 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 the Airline and are available upon request of the Passenger. Pet transportation is not allowed in any other type of bag (handbag or any other type of element different than the crate of cloth).
- f. The number of pets to be carried on each flight will be limited to six (6). In any case, more than one (1) pet per passenger will not be allowed.
- g. The Carrier will not be responsible:
  - i. From the feeding, care and hygiene of pets.
  - ii. Of the injuries and illnesses it may suffer from transportation.
  - iii. Of the death of the pet.
  - iv. if entry into or passage through any country, state, or territory has been denied to the animal
- h. The pet must travel under the front seat.

- i. At any time the pet can be removed from the crate of cloth neither on the platform nor inside the plane. If for reasons of inspection or validation of the Airline it is necessary that the animal has to be removed from the crate, it must remain with a leash and muzzle (animals whose morphology makes it difficult to breathe and cannot use a muzzle for inspection, they cannot be transported).
- j. The pet must have the vaccination card up to date and be in optimal conditions of cleanliness and health. All animals that because of their special characteristics (bad smell, sanitary condition, hygiene or violent behavior) can be annoying for the rest of the passengers will be rejected.
- k. The Passenger must comply with the sanitary requirements of the city of origin, places of connection and destination, as appropriate.
- l. Passenger travelling with pets must present at the Airline's Check-in counter at least 90 minutes prior to scheduled flight departure and should submit the animal's documentation (certificate or vaccination card signed by a veterinarian with indication of their professional registration).
- m. Costs like vaccination, card certification as well as the derivatives of the guard or quarantine must be assumed by the passenger.
- n. If the passenger purchases this service the web check-in will not to be available. You must present at the Airline's check-in counter to get the boarding pass at not extra charge.

#### **ITEMS UNACCEPTABLE AS LUGGAGE**

- a. The Passenger is responsible for the contents of the baggage and will be subject to security inspection.

b. Luggage will not be accepted if:

- i. 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 the Airline. 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), peruvian regulations. Passengers are required to inform the Airline of the contents of their Luggage when dangerous goods have been included therein.
- ii. It contains items prohibited by the applicable laws, regulations, or provisions of any jurisdiction to be flown from, to, or over.
- iii. It contains items that the Airline determines are unsuitable for transportation because of their weight, size, shape, condition, or features.
- iv. They are weapons of any type, including antique pieces, firearms, swords, knives, those considered as sports equipment (bows, arrows, etc ...) and similar.
- v. Likewise, pursuant to the current regulations, VIVA AIRLINES shall deny transportation as Baggage of dangerous items and substances that may constitute a significant risk to health, the flight safety or the property; including, but not limited to:
  - Gases (Compressed, liquefied or intensely chilled), including flammable, toxics such as butane, oxygen, liquid nitrogen, paralyzing gases.
  - Corrosive, solid and liquid: acids, alkali, mercury, liquid electrolyte batteries, etc.

- Explosives: Fireworks, flares, baggage with alarm devices, fulminant for toy guns, etc.
  - Flammable liquids: fuel, paint, thinner, etc.
  - Radioactive materials.
  - Oxidizing materials and organic peroxides: bleach, fertilizers, etc.
  - Toxic and infectious substances: insecticides, pesticides, biological products containing pathogenic germs, etc.
  - Flammable solids.
  - Weapons, considering as such any element or object that is made, or can be used, for attack or defense, such as: firearms, bladed weapons, gas, electric shock elements, sharp weapons, sharp-edged weapons, blunt weapons, among which batons, axes and poles or sticks with a weight inside or in the form of a spike are included.
- vi. In order to ensure the safety of the flight and comply with current regulations, the Airline and the airport security personnel may withdraw dangerous goods and substances carried by a Passenger in his or her Baggage, to make them available to the respective authorities pursuant to the applicable regulations. VIVA AIRLINES shall not indemnify or take any responsible for the withdrawal thereof.

## **ANNEX VI - OPTIONAL SERVICES**

6.1 This annex establishes the policies related to the features and conditions of the Optional Services offered by the Airline, which may change at any time. All Optional Services acquired must be paid for regardless Optional Services are purchased with or

after the ticket. [Charges, options and times allowed for the purchase of the additional services can be consulted by clicking here.](#)

6.2 The Optional Services are personal and non-transferable.

6.3 If the Passenger acquires any of the additional services of the Airline and at the airport decides not to use them, they will not be subject to refunds.

6.4 Additional services are charged per leg, except connecting flights.

6.5 For trips that include a connecting flight, additional services will be charged only once per origin-destination except the seat assignment service that will be charged per leg and passenger.

6.6 Additional services can be purchased through the web page [www.vivaair.com/pe](http://www.vivaair.com/pe) up to two (2) hours before the schedule departure time for domestic, if the passenger didn't do the web check-in process.

6.7 Optional service offered by the Airline:

- a. Luggage: See annex V. [For more details about luggage click here.](#)
- b. Pets: See annex V. [For more details about pets click here.](#)
- c. Fast line: This optional service allows Passengers to get in a fast line to deliver their Luggage and Check-in at the Airline's counter.
  - i. At airports where the Airline operates, there will be a service module exclusively used for the fast line service, subject to availability.
  - ii. In no case, the Fast Line Service will release a Passenger from any penalty for other services because of a breach of conditions.
  - iii. For the VivaSuper and VivaMax fares, the fast line service is included.

- iv. Prices for this service may vary depending on the channel and place of the purchase.
- d. Check-in at the airport: [consult details of check-in at the airport here](#). We recommend reading Annex IV.
- e. Lock your fare:
  - i. 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.
  - ii. Once passengers select the details of their flight and pay for this service, the Airline shall immediately lock the selected fare for the next 72 hours and provide passengers with a reservation code.
  - iii. This service may only be purchased through the web page [www.vivaair.com/pe](http://www.vivaair.com/pe)
  - iv. [Other details of the service lock your fare can be consulted here](#).
  - v. Fare may only be locked if the selected flight is not within the 7 calendar days following the flight research by the passenger.
  - vi. 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.
  - vii. 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.

- viii. Under no circumstances, the price for the additional service "lock your fare" will be refunded by the Airline.
  - ix. 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.
- f. Provision of Optional Services Operated by Third Parties
- i. VIVA AIRLINES 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.vivaair.com/pe](http://www.vivaair.com/pe), 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.
- g. Seat Assignment:
- i. The Airline 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, the Airline will not guarantee that the assigned seats are together.

- iii. When selecting the VivaMax fare, the passenger can choose the available seat that he wishes at the time of purchase.
- iv. Passengers who have selected the special assistance option in the purchase process, and the seat selection is not allowed, should go to 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.
- v. The Airline has designated some specific seats for passengers traveling with infants, which may vary in price depending on the location inside the plane.
- vi. Passengers who have purchased the pet service (see annex V) may only choose from seats authorized for this type of service.
- vii. Seat changes can be made through the web page, at the counter the day of the flight or onboard. 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.
- viii. 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.
  - 1. Have the ability to understand instructions given in Spanish related to emergency evacuation.
  - 2. Be over 15 years of age.

3. Not be pregnant or responsible for children traveling on this flight.
4. Must be physically able to open the exit and to leave through it
5. Must be able to quickly activate the evacuation slide and help others off of it.
6. Have no visual or hearing limitations.
7. Have the ability to adequately impart information orally in Spanish to other passengers.

h. 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@vivaair.com](mailto:cuentanos@vivaair.com) 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 the Airline, except for the "Cancel Protection", 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 the Airline cancels the flight and the passenger decides not to fly and not to be re-accomodated.
- vii. This service can only be purchased during the initial purchase process through the website [www.vivaair.com/pe](http://www.vivaair.com/pe) 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.
- i. Travel assistance:
  - i. By purchasing Travel Assistance, you will be covered up to 12 hours before taking your flight and up to 12 hours after landing at your destination, with a maximum 90-day trip.
  - ii. The Airline acts as a collection agency in respect of the travel assistance. [Click here for more information about travel assistance service.](#)

## **ANNEX VII - CHANGES**

7.1 The Passenger may make changes of route, date, name, hour and add additional services through the Carrier's website at [www.vivaair.com/pe](http://www.vivaair.com/pe), at Airports where the Airline operates and has sales point or at Travel Agencies.

- 7.2 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.
- 7.3 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.
- 7.4 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, as long as the passenger hasn't complete the check-in process.
- 7.5 When changing the name of the passenger, the passenger must assume the cost of reissuing the new ticket of USD 17.70 per passenger, or its equivalent in national currency.
- 7.6 For route changes, date and/or hour the passenger must assume the fare difference (if applicable) and the cost of reissuing the new ticket of USD 17.70 per passenger, or its equivalent in national currency.
- 7.7 The cost for these changes shall be the same for reservations per route or for round trip reservations.

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

7.9 Name or route changes must be made before starting the first leg.

7.10 Changes of date or time may be made regardless of whether the Passenger has flown the first leg or not. Except connecting flights, where the reservation cannot be split per legs and the change must be made before starting the flight.

7.11 Changes of date, time or route, passengers who purchased the Viva or VivaSuper fare must pay a fee and the fare difference. For those who purchased the VivaMax fare, they only have to pay the fare difference. [For more information about the new fares click here.](#)

## **ANNEX VIII - MINORS**

### 8.1 Definitions

- a. Infants (between 10 days and 24 months), will not occupy a seat.
- b. Children (minors between 24 months plus one (1) day and 12 years)
- c. Adolescents (minors aged between 12 years plus 1 day and 17 years)
- d. Adults: over 18 years of age.

8.2 The airline does NOT provide the service to minors entrusted to the airline for safe keeping.

8.3 If the infant turns 24 months plus 1 day before or during the date of travel, he must acquire his Passage as a child to avoid inconvenience when flying.

### Minors in domestic flights

- I. Minors under 12 years of age must travel accompanied by a person over 16 years old. 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 duly certified by a notary 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.
- II. Adolescents (minors between 12 years of age plus one (1) day and 17 years of age are allowed to travel alone by presenting a permission signed by at least one of the parents or legal tutor duly certified by a notary specifying the route(s) to be flown by the minor, the flight date and the responsible person.
- III. It is necessary to present the child's ID document in order to travel.

### **ANNEX IX - SPECIAL NEEDS PASSENGERS**

9.1 The following passengers are considered to be traveling under special conditions and are obliged to notify the Airline of their condition, so the Airline can provide the corresponding handling prior to compliance with the described policies.

9.2 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.

### **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. 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 all flights. In the event that the passenger is not admitted, VIVA AIRLINES shall issue a full refund for the pregnant woman's ticket.
- IV. Pregnant passengers cannot be seated in emergency exit rows.

### **Policy for the carriage of Passengers with reduced mobility and physical limitations**

- a. Passengers that require special attention during their flights due to special physical and / or medical conditions. For the transportation of these passengers the following guidelines should be taken into account:

- i. A visually impaired Passenger may travel with or without a guide dog. The guide dog should travel at the feet of the Passenger. A window seat shall be assigned.
  - ii. Assistance items such as: crutches and walkers can go in the cabin of the plane, they can also travel in the aircraft hold at no additional cost.
- b. Passenger with reduced mobility required companion in the following cases that a safety assistance is essential for safety:
- i. A Passenger who, due to mental disability, is unable to comprehend or respond appropriately to safety instructions.
  - ii. A Passenger with mobility impairment so severe that the person is unable to physically assist himself/herself in the event of an evacuation.
  - iii. 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

### **Carriage of Wheel chairs**

- a. Own wheel chair:
  - i. These chairs must be delivered to the counter of the airline or to the boarding gate, to be sent to the aircraft hold without any additional cost with its respective label.

- ii. 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.
- iii. Wheelchairs or mobility aid elements driven by battery are accepted as long as they do not affect the safety of the flight. May be transported in the aircraft's hold at no additional cost. Wet or acid batteries are considered dangerous goods by IATA and cannot be transported by the Airline. [Click here for more information about wheelchairs driven by battery.](#)
- iv. If a Passenger requires help for moving while at the airport, this service must be requested at least 48 hours before scheduled departure, either through the call center, the web page or at the airport.
- v. For all flights 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.
- vi. Passengers in wheelchairs who can take care of themselves in the event of an evacuation, or having the ability to assist themselves, may travel without companion.
- vii. Passengers in wheelchairs who cannot take care for themselves, must travel with an adult companion older than 18 years and with no

limitations. These Passengers must purchase his/her companion's ticket.

b. Wheelchairs at the airport:

- i. For all flights 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.
- ii. For all 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.
- iii. For all 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.
- iv. This service has no additional cost.
- v. Passengers in wheelchairs who can take care of themselves in the event of an evacuation or having the ability to assist themselves, may travel without companion.
- vi. 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.

**Passenger traveling with Emotional support animals**

- a. Emotional support animals do not count as pet carriers. The passenger will not pay additional charge for their transportation.

- b. The Passenger must present the supporting documentation of the treating doctor where he justifies why he must travel with the assistance and emotional support animal; also the certificate must include the signed letterhead of said professional and must not be older than one year before the expected date of the flight.
- c. 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.
- d. The Passenger must present the documentation of the emotional support animal. For domestic flights: Card or vaccination certificate, signed by a veterinarian with indication of their professional registration number.

#### **Service animals and guide dogs accompanying Passengers**

- a. Service animals and guide dogs do not count as pet carriers. The passenger will not pay additional charge for their transportation.
- b. Service animals and guide dogs 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.
- c. The Passenger must present the documentation of the Service animal or guide dog:

- i. For domestic flights: Card or vaccination certificate, signed by a veterinarian with indication of their professional registration number.

### **Carriage of Passengers with special medical conditions**

- a. Passengers who are in a special medical condition, with illness and / or who have undergone surgical procedures on dates prior to the flight. Its transport is carried out in accordance with the following guidelines:
  - i. Passengers with medical conditions must notify the Airline 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.
  - 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.
  - iii. To authorize the carriage of a passenger under special medical conditions, the conditions defined in [www.vivaair.com/pe](http://www.vivaair.com/pe) must be taken into account. [Click here to see the details of restrictions and policies of passengers under special medical conditions.](#)

### **Carriage Passenger with an assistive device**

- a. Passengers who require specialized medical equipment to maintain their health conditions such as equipment for permanent supply of oxygen. These passengers will be transported fulfilling the following requirements:
  - i. The airline does not provide oxygen service on its aircraft.

- ii. On the flights of the Airline, the transportation of oxygen bottles is totally forbidden, both in the passenger cabin and in the hold of the aircraft.
  
- b. 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> )
  
- c. The aeronautical regulations prohibit the use of other personal oxygen units, including those containing compressed or liquid oxygen, as they are considered dangerous goods.
  
- d. Passengers who need to travel with vital therapeutic equipment must notify the Airline 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 (see article 17).
  
- e. The POC will be placed under the seat in front of the Passenger's seat.
  
- f. A Passenger carrying POC must submit a medical certificate.
  
- g. 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.

- 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.
- 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.
- 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 Airline shall not be obligated to provide:
  - Batteries or power for the POC during the flight
  - Any equipment related to the POC.

**Policy for the carriage of passengers with mental or psychological disability**

- a. A Passenger who, due to mental disability, is unable to comprehend or respond appropriately to safety instructions. For any reasons should travel alone and will require a companion (adult companion).

- b. 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 the Airline.
- c. This condition must be informed to the Airline during the purchasing process 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.
- d. All passengers traveling in special conditions or illness must 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. Such certificate shall indicate the physician's professional registration as well as the health condition of the Passenger and his/her fitness to fly.

#### **Policy for the carriage of people under special legal conditions**

- a. Due to the internal policies of the Airline 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 VIVA AIRLINES PERU S.A.C. – VIVA AIRLINES:
  - i. The authority in charge of the security of Passengers under special legal conditions 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 will be permanently guarded by at least two guards of the authority responsible for their transfer, who must identify themselves to the Airline's personnel before starting the check-in service.
  - 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.
- b. Only 2 passengers will be allowed in legal status per flight.

#### **ANNEX X - DENIAL REFUSAL AND LIMITATIONS ON TRANSPORTATION**

10.1 Without prejudice to the other causes established by the Airline in accordance with the applicable regulations, transportation of a Passenger may be denied or limited if:

- a. He or she fails to comply with the provisions issued by the applicable law or regulation, by the competent authorities, by the Airline and, in particular, with those provisions related to safety during the flight.
- b. It is considered that the Passenger could affect the safety, health and comfort of other Passengers and the crew, as well as their properties, safety of the flight and of the Aircraft and its operation.
- c. The Passenger is in a mental or physical health condition that, at the discretion of the Airline, may represent a risk to the Passenger himself or herself, the other Passengers, the crew or the property.
- d. The Passenger has refused to undergo a security check.

- e. The Passenger has failed to pay the Rate, the applicable taxes, fees and contributions, the additional services or any other costs and expenses that he or she is required to assume.
- f. The Passenger fails to show up with the required Travel and I.D. documents, destroys his or her documents during the trip or refuses to submit them to the Airline staff or the competent authorities when required.
- g. The Passenger presents a Ticket: (i) acquired against the law and these provisions; and (ii) acquired through a person not authorized by the Airline; (iii) issued or amended by someone other than the Airline or without the authorization of the Airline.
- h. The Passenger cannot demonstrate, through a valid identity card with a photo, that he or she is the person named in the Ticket.
- i. The Passenger fails to comply with the instructions given by the Airline or its representatives with regard to security or surveillance matters.
- j. Measures, provisions or security provisions or filters determined by the Airport are violated.
- k. The Passenger fails to comply with the security control points of the Airline and/or generates forced accesses into the aircraft.
- l. Transportation of minors in an incubator is not accepted.
- m. Boarding of a Passenger shall be denied when he or she shows up in an advanced or evident alcohol intoxication state or under the effect of psychoactive substances, prohibited drugs, among others.

10.2 In the exercise of this discretionary power, the Airline may refuse to provide the transportation service and will not be liable for any expenses that this may cause to the Passenger.

10.3 If a Passenger is not allowed to board for any of the reasons mentioned in this annex, the value of the ticket will not be reimbursed, unless otherwise provided by the applicable regulation.

#### **ANNEX XI - CARRIAGE OF HUMAN REMAINS**

- I. VIVA AIRLINES 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 VIVA AIRLINES in the respective airport.

#### **ANNEX XII - INFORMATION VIA SMS (TEXT MESSAGES)**

VIVA AIRLINES 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. 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. The personal data of our passengers will be governed according to the regulation of the matter."

### **ANNEX XIII - CONNECTING FLIGHTS**

- 13.1 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.
- 13.2 The Airline only recognizes as connecting flights, those flights under the same reservation code.
- 13.3 Only connecting flights with the Airline are valid. If the passenger has a connection with another airline, VIVA AIRLINES shall not be liable for this. Except with the Airlines where it has an agreement.
- 13.4 The Airline will seek to facilitate the connections of the Passenger and his luggage with the airlines with which he has agreements.
- 13.5 Types of refunds for connecting flights:
- a. Withdrawal: Fractioning a reservation is not allowed, that is, the ticket is considered complete for the origin-destination route including the respective stops (connection points.) In this regard, only the refund of money for rates, taxes and additional services shall be made.
  - b. Refund for operational detriment: Refund for origin-destination and for the entire reservation value shall be made. No refund shall be made for a fractional portion of the trip.

### **ANNEX XIV - INTERLINE**

- a. Interline agreements to furnish transportation utilizing the services of more than one carrier, pursuant to which the airline participant's agree to accept each other's tickets and baggage. Such agreements also contemplate the method for

distributing the revenues and commissions or service charges derived from such services among the airlines that participate in the carriage, to be applied at the time of Refund

- b. When the carrier undertakes to issue a Ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier on an interline basis (whether or not such transportation is part of a through service), the carrier will act only as agent for the other carrier in these limited capacities, and will assume no responsibility for the acts or omissions of such other carrier.
- c. If a Passenger purchases a ticket under the interline modality, the baggage policies, as well as: the free allowance and the excess charges, will apply according to the carrier airline.
- d. The additional services and/or changes that are acquired as an interline ticket will be charged only once by origin-destination according to the price established by the airline that sells it, with the exception of the seat assignment service, which will be charged per passenger and per trip. These additions or changes can only be acquired through the website of the airline that sold the ticket.
- e. Pet service is not available on interline flights.