



CONTRACT OF CARRIAGE

Revised February 1, 2023

Transportation of passengers and baggage provided by Silver Airways are subject to the terms and conditions set forth in this Contract of Carriage, in addition to any terms and conditions printed on or in any ticket, ticket jacket or electronic ticket receipt, and our published fares and regulations. By purchasing a ticket or accepting transportation, the passenger agrees to be bound thereby.

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RULE 1 - GENERAL PROVISIONS

- A) These rules constitute the conditions of carriage upon which Silver Airways agrees to provide Domestic and International Carriage and are expressly agreed to by the passenger. These rules may also be reflected in tariffs filed by Silver Airways pursuant to governmental requirements.
- B) International Carriage is subject to the rules relating to liability and to all other provisions of the Convention for the Unification of Certain Rules Relating to International Transportation by Air, signed at Warsaw, October 12, 1929 (“Warsaw Convention”), or its successor, the Convention for the Unification of Certain Rules for International Carriage, signed at Montreal, May 28, 1999 (“Montreal Convention”) or such convention as amended. Any provision(s) of this Contract of Carriage which is/are inconsistent with any provision of the governing convention will be inapplicable to international transportation.
- C) Silver Airways will be responsible for the furnishing of transportation only over its own lines. When Silver Airways 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), Silver Airways will act only as agent for the other Carrier and will assume no responsibility for the acts or omissions of such other Carrier.
- D) Transportation provided by Silver Airways is subject to our published fare rules and regulations, which (i) may govern the calculation of fares and other charges that apply to your itinerary, and (ii) are incorporated into this Contract of Carriage.
- E) Silver Airways appointed agents and representatives are only authorized to sell tickets for air transportation pursuant to the approved fares, rules and regulations of Silver Airways.
- F) No employee, agent, servant or representative of Silver Airways has authority to alter, modify or waive any provisions of this Contract of Carriage unless authorized by a corporate officer of Silver Airways. This rule supersedes any conflicting provision contained in this Contract of Carriage.
- G) Silver Airways shall not be liable for any consequential, compensatory, indirect, incidental or punitive damages arising out of or in connection with the performance of its obligations under these rules, unless such liability is expressly provided for in this Contract of Carriage or required under applicable law.
- H) Reference to tariffs, pages, rules, items and notes in this Contract of Carriage are continuous and include revisions, supplements thereto and reissues thereof.
- I) Fares apply for travel only between the points for which they are published. Tickets may not be issued at fare(s) published to and/or from a more distant point(s) than the point(s) being traveled, even when issuance of such tickets would produce a lower fare.
- J) Silver Airways will exercise reasonable efforts to ensure that all fares it publishes are accurate and available for sale, but Silver Airways, as a policy, does not file nor intend to file tickets priced at a zero fare. In the event that an erroneous zero fare is inadvertently published for sale and a ticket is issued at the erroneous fare before it has been corrected, Silver Airways reserves the right to cancel the ticket purchase and refund all amounts paid by the purchaser or, at the purchaser’s option, to reissue the ticket for the correct fare.
- K) The passenger recognizes that personal data has been given to Silver Airways for the purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements, and making available such data to government agencies. For these purposes, the passenger authorizes Silver Airways to retain such data and to transmit it to its own offices, other

Carriers, or the providers of such services, in whatever country they may be located.

- L) In addition to any other rights or remedies of Silver Airways provided in this Contract of Carriage, Silver Airways reserves the right to cancel bookings and/or reservations which it deems fraudulent, abusive, illogical, fictitious, which are booked and/or reserved with no intention of flying, or for which the passenger makes a misrepresentation, without notice to the passenger or the individual who made the booking.

RULE 3 - SCHEDULES AND OPERATIONS

Silver Airways will use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of this contract. Silver Airways may without notice substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are subject to change without notice. Silver Airways is not responsible or liable for making connections, or for failing to operate any flight according to schedule, or for changing the schedule or any flight, except as provided for in this Contract of Carriage.

RULE 5 - DEFINITIONS

As used in this Contract of Carriage and unless otherwise defined in a specific rule:

Animals means, in addition to the usual connotation, reptiles, birds, poultry and fish.

Applicable Adult Fare means the fare which would be applicable to an adult for the transportation to be used except those special fares which would be applicable due to the adult status (such as military fares, senior citizen fares, etc.).

Carrier means, unless otherwise specified, the Carrier (air or ground) issuing the ticket and all Carriers that carry or undertake to carry the passenger and/or the passenger's baggage thereunder.

Days means full calendar days, including Sundays and legal holidays; provided that for the purposes of notification the balance of the days upon which notice is dispatched shall not be counted; and that for purposes of determining duration of validity, the balance of the day upon which the ticket is issued or flight commenced shall not be counted.

Dependent means, unless otherwise specified, spouse and children of military personnel/U.S. embassy personnel stationed overseas.

Domestic Carriage means, unless otherwise specified, carriage in which, according to the Contract of Carriage, the place of departure, the place of destination or stopover, and the entire transportation is between points within the United States, or points within another sovereign state.

Government Transport Request means a form used for ticket payment and travel authorization for passengers traveling on official business for the federal government of the United States.

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

Group Organizer means any person engaged in organizing Groups and/or responsible for the travel arrangements of the Group under the terms and conditions of the applicable rule in this Contract of Carriage, except that an air carrier shall not act as a group organizer.

Individual with a Disability means any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, subject to the qualifications set forth at

14 C.F.R. Part 382 and as amended from time to time.

Immediate Family means spouse, children, sons-in-law, daughters-in-law, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law, parents, fathers-in-law, mothers-in-law, and grandparents.

Interline means the utilization of the services of more than one Carrier in connection with a particular fare.

International Carriage means any carriage or other services, furnished by any Carrier, which are included within the scope of the term “international carriage” as used in the Convention for the Unification of Certain Rules Relating to International Transportation by Air, signed at Warsaw, October 12, 1929, or its successor, the Convention for the Unification of Certain Rules for International Carriage, signed at Montreal, May 28, 1999, or such Convention as amended, whichever may be applicable to the transportation hereunder, and to which the said Convention applies.

Maximum Outside Linear Dimension means the sum of the greatest outside length, plus the greatest outside width, plus the greatest outside height.

Medical Certificate means a letter or form from the passenger’s treating physician or hospital, where applicable, which must be signed and dated within one week of the first affected flight departure by the treating physician, or hospital in the country where the illness or treatment arose and which certifies the nature of the passenger’s illness and treatment.

Miscellaneous Charge Order means a document issued by a Carrier or its agents requesting issue of an appropriate passenger ticket and baggage check, or provision of services to the person named in such document.

Open-Jaw Trip means any trip which is essentially of a round-trip/circle-trip nature, except that the outward point of departure and the inward point of arrival/the outward point of arrival, and inward point of departure are not the same. In a double open-jaw trip, both outward and inward points of arrival and departure are not the same. Example of Open-Jaw Trip: Point 1 to Point 2 to Point 3.

Prepaid Ticket Advice means the notification between offices of a Carrier or between Carriers that a person in one location has purchased and requested issuance of prepaid transportation to another person in another location.

Reroute means to issue a new ticket covering transportation to the same destination as, but via a different routing than that designated on the ticket, or portion thereof, then held by the passenger, or to honor the ticket, or portion thereof, then held by the passenger for transportation to the same destination as, but via a different routing than, that designated thereon.

Round Trip means any trip, the ultimate destination of which is the point of origin, and which is via the same routing in both directions.

Routing means the Carrier(s) and/or the cities and/or class of service and/or type of aircraft (Jet or Propeller) via which transportation is provided between two points.

Segment means that part of a journey from a passenger’s boarding point to a deplaning point. Each flight coupon represents a segment of a trip.

Stopover means a deliberate interruption of a journey by the passenger, agreed to in advance by the Carrier, at a point between the place of departure and the place of destination. Unless otherwise noted, stopover will occur when a passenger arrives at a point and fails to depart from such point on:

- 1) the first flight on which space is available; or
- 2) The flight that will provide for the passenger’s earliest arrival at intermediate or junction transfer

point(s) or destination point, via the Carrier and class of service as shown on the passenger's ticket; provided, however, that in no event will a Stopover occur when the passenger departs from the intermediate/junction point on a flight shown in the Carrier's official general schedule as departing within four hours after arrival at such point.

United States of America/United States/U.S. means, unless otherwise specified, the area composed of the 48 contiguous states, the District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, Midway, and Wake Islands.

RULE 10 - PASSPORTS AND VISAS

- A) Each passenger desiring transportation across any international boundary is responsible for obtaining, and presenting to Silver Airways upon request, all necessary travel documents and for complying with the laws of each country from, through or to which he/she desires transportation; and unless applicable laws provide otherwise, will reimburse Silver Airways for any loss, damage, or expense it suffers or incurs by reason of such passenger's failure to do so. Silver Airways is not liable for any aid/information given by any agent/employee of Silver Airways to any passenger in connection with obtaining such documents or complying with such laws, or for the consequences to any passenger resulting from his/her failure to obtain such documents or to comply with such laws. This rule is applicable to travel documents related to travel by minors. Parents/guardians of minors are responsible for compliance with all requirements and procedures for minors travelling internationally, including, but not limited to documentary evidence, such as a notarized letter of relationship and permission for the minor's travel from the parent or legal guardian not present.
- B) Subject to applicable laws and regulations, the passenger must pay the applicable fare whenever the Carrier, on Government order, is required to return a passenger to his/her point of origin or elsewhere due to the passenger's inadmissibility into/deportation from a country, whether of transit, or of destination. The fare will be the applicable fare in effect at the time of original ticket issuance. Any difference between the applicable fare and the fare paid will be collected from/refunded to the passenger, as the case may be. The Carrier will apply to the payment of such fares, any funds paid by the passenger for unused carriage, or any funds of the passenger in possession of the Carrier. The fare collected for carriage to the point of refusal/deportation will not be refunded by the Carrier unless the law of such country requires that the fare be refunded.

RULE 20 - CAPACITY LIMITATIONS

The number of seats which the Carrier shall make available at fares governed by this rule on any given flight will be determined by the Carrier's best judgment as to the anticipated total passenger load factor on each flight and fares will not necessarily be made available on all flights.

RULE 25 - MISCELLANEOUS

Aircraft Configuration: Average seat size and pitch on the following equipment are:

ATR 42-600 (Coach)	
Seat Width:	18 inches
Seat Pitch:	minimum 29 inches

ATR 72-600 (Coach)	
Seat Width:	18 inches
Seat Pitch:	minimum 29 inches

Note: Some rows will have moveable armrests.

RULE 30 - PASSENGERS WITH DISABILITIES

Silver Airways will endeavor to comply with 14 C.F.R. Part 382 “Nondiscrimination on the Basis of Disability in Air Travel,” as issued and amended from time to time by the U.S. Department of Transportation. Silver Airways is required to keep a current copy of Part 382 at each airport it serves and to make such copy available for review by any member of the public upon request.

RULE 35 - REFUSAL TO TRANSPORT

Silver Airways may refuse to transport any passenger, and may remove any passenger from its aircraft at any time, as set forth under this Rule 35:

- A) Government Request or Regulations, or Reasons Beyond Our Control: Whenever such action is necessary to comply with any government regulation or an airport security or government directive of any sort, or with any governmental request for emergency transportation in connection with the national defense, or whenever necessary or advisable by reason of weather or other conditions beyond its control (including, but without limitation, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, or disturbances) actual, threatened or reported.
- B) Search of Passenger or Property: When a passenger refuses to submit to electronic surveillance or permit search of his/her person or property for explosives or a concealed, deadly, or dangerous weapon/article.
- C) Proof of Identity: When a passenger refuses on request to produce identification satisfactory to Silver Airways.
- D) Across International Boundaries: When a passenger is traveling across any international boundary if: (1) the passenger’s travel documents are not in order according to Silver Airways’ reasonable belief; or (2) the passenger’s embarkation from, transit through, or entry into the country would be unlawful.
- E) Failure to Comply with Silver Airways’ Rules or Contract of Carriage: When a passenger fails or refuses to comply with any of Silver Airways’ rules or regulations or any term of this Contract of Carriage.
- F) Passenger Conduct or Condition – Silver Airways will not refuse to provide transportation to an Individual with a Disability, as defined at 14 C.F.R. §§ 382.5 and 382.31, except as provided in Rule 35 G), below, or Rule 90. Silver Airways will not refuse to provide transportation based upon race, color, national origin, religion, sex, or ancestry. Subject to the foregoing limitations, Silver Airways may refuse to transport, or remove any passenger from its aircraft, when refusal to transport or removal of the passenger is, in the sole discretion of Silver Airways, necessary to ensure the comfort or safety of the passenger, other passengers, flight crew or other Silver Airways employees, or for the prevention of damage to the property of Silver Airways or its passengers, flight crew or other employees. Silver Airways may refuse to provide transport to, or may remove from its aircraft, any of the following:
 - 1) Persons whose conduct is disorderly, abusive or violent.
 - 2) Persons who are unable to sit in the seat with the seatbelt securely fastened or without encroaching into the personal space of another passenger.
 - 3) Persons who appear to be intoxicated or under the influence of drugs.

- 4) Persons who attempt to interfere with any member of the flight crew in furtherance of his or her duties, or who fail to obey the instruction of any member of the flight crew.
- 5) Persons who wear or have on or about their persons concealed or unconcealed deadly or dangerous weapons.
- 6) Manacled persons in custody of law enforcement personnel or persons who have resisted or may be believed to be capable or resisting escorts.
- 7) Any passenger on the basis of safety, and may refuse to provide transportation to any passenger whose carriage would violate Federal Aviation Regulations.
- 8) Persons without footwear or whose upper or lower torso is not covered with appropriate clothing; swimwear (e.g., bathing trunks or bikinis) is not acceptable.
- 9) Passengers beyond 36 weeks pregnancy or passengers beyond 32 weeks pregnancy without written medical authorization
- 10) Passengers with a malodorous condition (other than an Individual with a Disability).

G) Passengers With Disabilities– Silver Airways will not refuse to provide transportation to an Individual with a Disability, as defined at 14 C.F.R. § 382.3, on the basis of such individual’s disability, except as follows:

- 1) Silver Airways may refuse to provide transportation to any passenger, including any Individual with a Disability, on the basis of safety, as provided in 49 U.S.C. § 44902 or 14 C.F.R. § 121.533, or where carriage would violate FAA or TSA requirements or applicable safety or security requirements of a foreign government.
- 2) Silver Airways requires passengers, including any Individual with a Disability, to provide 48 hours’ advance notice and check-in one hour before the check-in time for the general public to use his/her ventilator, respirator, continuous positive airway pressure (CPAP) machine or portable oxygen concentrator (POC). NOTE: Passengers utilizing POCs on a Silver Airways flight also are subject to the requirements of Rule 90.
- 3) Silver Airways requires passengers, including any Individual with a Disability, to provide to 48 hours advance notice and check-in one hour before the check-in time for the general public if such passengers wish to receive any of the following service accommodations:
 - a) transportation for an electric wheelchair on an aircraft;
 - b) provision of hazardous materials packaging for batteries or other assistive devices that are required to have such packaging;
 - c) accommodation for a group of ten or more qualified individuals with a disability, who make reservations and travel as a group;
 - d) transportation of a service animal in the cabin; or
 - e) accommodation of a passenger who has both severe vision and hearing impairments.NOTE: Silver Airways does not provide the following services: carrier-supplied in-flight medical oxygen; aircraft electrical power supply for a respirator, ventilator, CPAP machine or POC; carriage for passengers traveling in a stretcher or an incubator; or the provision of on-board wheelchairs.
- 4) Silver Airways may require a passenger, including an Individual with a Disability, to travel with a safety assistant as condition of transport under the following circumstances:
 - a) A passenger who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from Silver Airways personnel, including the safety briefing required by 14 CFR §§ 121.571(a)(3) and (a)(4);
 - b) A passenger with a mobility impairment so severe that the person is unable to physically assist in his or her own evacuation of the aircraft;

- c) A passenger who has both severe hearing and severe vision impairments, if the passenger cannot establish some means of communication with Silver Airways personnel that is adequate both to permit transmission of the safety briefing required by 14 CFR §§ 121.57(a)(3) and (a)(4), and to enable the passenger to assist in his or her own evacuation of the aircraft in the event of an emergency.
- d) If Silver Airways determines that a person meeting the criteria in paragraphs a), b) or c) above must travel with a safety assistant, contrary to the individual's self-assessment that he/she is capable of traveling independently, Silver Airways will not charge for the transportation of the safety assistant.
- 5) Silver Airways will require a Medical Certificate dated within 10 Days of the date of the flight for which it is presented for the following:
 - a) Passengers whose medical condition is such that there is reasonable doubt that the individual can complete the flight safely without requiring extraordinary medical assistance.
 - b) The passenger has a communicable disease or condition that could pose a direct threat (as set forth in 14 C.F.R. §§ 382.3, 382.19 and 382.21) to the health or safety of others on the flight.

RULE 40 - ELECTRONIC SURVEILLANCE

Passengers and their baggage are subject to inspection with an electronic detector with or without the passenger's consent or knowledge.

RULE 50 - ACCEPTANCE OF CHILDREN

- A) Children/Minors/Infants Traveling Accompanied:
 - 1) Except as set forth in this Rule 50, children 13 and under will not be accepted for transportation unless they are accompanied on the same flight in the same compartment by their parent, legal guardian, or another passenger at least 17 years of age. Silver Airways may require documentation at check-in verifying the child's age.
 - 2) Silver Airways does not accept infants in incubation or infants under seven Days old.
 - 3) One lap infant under the age of two years per adult passenger is accepted. Additional infants under the age of two years must occupy a seat (subject to the provisions of paragraph 7) below) and be ticketed at the Applicable Adult Fare. Silver Airways reserves the right to request proof of age for a lap infant at anytime and, if the fare-paying passenger is unable to provide proof of age, charge the applicable fare and require the child to occupy a seat.
 - 4) Infants under the age of two years for whom a seat at the Applicable Adult Fare has not been purchased may not occupy a seat.
 - 5) Lap infants do not require a ticket for domestic travel. Lap infants traveling internationally require a ticket, which may be discounted off of the applicable fare. In many cases a ticket is required for a lap infant to travel on international flights even if no fare is paid. In addition, some international destinations may charge for lap infants. A \$0 USD value or tax only ticket may be issued for a lap infant.
 - 6) Children who will reach their second birthday during a journey will be required to occupy a seat, paying the lowest applicable fare for the entire journey.
 - 7) Children occupying their own seat who are unable to sit upright with the seat belt fastened must be secured in a government approved child restraint system, which:
 - a) Must be clearly marked to establish conformance with applicable U.S. Federal motor vehicle safety laws and/or otherwise meet the requirements of 14 C.F.R. § 121.311.

- b) Must be used in an unoccupied aircraft window seat (unless the window seat is unoccupied, in which case it may be used in an unoccupied aisle seat) and cannot be held in an adult's lap.
- c) Cannot be used in an Exit Row.
- d) Must remain properly secured to an aircraft seat at all times unless stored as a carry-on.

NOTE: Booster seats, lap held child restraints (including belly belts) and vest or harness type child restraint systems (other than the CARES harness) are not permitted.

B) Unaccompanied Children: Unaccompanied children 5 through 13 years of age must be brought to the airport of departure by a parent or responsible adult 17 years or older who remains with the child until enplaned and who must furnish Silver Airways with satisfactory evidence that the child will be met by another parent, or responsible adult upon deplaning at child's destination. This parent or responsible adult shall remain with the unaccompanied child(ren)/minor(s) until the unaccompanied child(ren)/minor(s) has boarded and the plane is airborne. Unaccompanied children are given priority when boarding and deplaning the aircraft. Additionally:

- 1) Unaccompanied children are accepted for online transportation operated by Silver Airways only.
- 2) The child's reservations record must contain the name(s) and phone number(s) of the parent(s) or responsible adult(s) bringing the child to the departure airport and meeting the child at the arrival airport, and such parent(s) or responsible adult(s) must present identification at check-in and at pick-up.
- 3) Silver Airways recommends that unaccompanied children be checked in for their flight at least 60 minutes before departure (for domestic travel) and 90 minutes before departure (for international travel).
- 4) Unaccompanied children are not accepted for a connecting flight that is the last flight of the day.
- 5) Unaccompanied children will not be accepted for inter-island transportation.
- 6) Unaccompanied children less than 5 years old will not be accepted for transportation under any circumstances.
- 7) Children between 5 years and 7 years of age will be accepted only for nonstop flights.
- 8) Children between 8 years and 13 years of age will be accepted for nonstop, direct and connecting flights.
- 9) Children 14-17 years of age traveling alone are considered young adults and do not require escorted service, however, if a parent or guardian requests escorted service for such passengers, Silver Airways will provide the service and the service surcharge set forth in Rule 50 C) shall apply.
- 10) The fare applicable to unaccompanied children will be the adult fare.

C) Unaccompanied Children; Escorted Service Surcharge: For unaccompanied children between the ages of 5 and 13, or children for whom escorted service is requested under paragraph B) 9) above, the following surcharges and provisions will apply for escorted service:

- 1) A charge will be assessed for each such child. (See <https://www.silverairways.com/more-information/travel-policies/policy/unaccompanied-minors> for charges)
- 2) For the purpose of this Rule 50, escorted service means that Silver Airways will provide supervision for the passenger from the time of boarding until the child is met at the Stopover

point or destination, provided however that no Carrier will assume any financial or guardianship responsibility for unaccompanied children beyond those applicable to an adult passenger.

RULE 55 - SERVICE ANIMALS IN THE PASSENGER CABIN

A) Individuals with Disabilities: Silver Airways accepts for transportation, without charge, trained Service Animals for travel with an Individual with a Disability requiring such animal to assist with the performance of necessary activities. Service Animals will be permitted to accompany the passenger in the cabin, if they meet the following conditions. The transport of Service Animals is subject to physical space and operating weight limitations based on the aircraft type:

- 1) Service Animals are defined as a dog, regardless of breed or type, that is individually trained to do work or perform tasks for the benefit of a qualified Individual with a Disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. No animal other than a dog is eligible for acceptance as a Service Animal on any Silver Airways flight.
- 2) Service Animals shall be accepted upon being given credible assurances of the Individual with a Disability who presents himself/herself with such animal and completion of DOT Service Animal Air Transportation Form(<https://www.transportation.gov/sites/dot.gov/files/2020-12/Service%20Animal%20Health%20Behavior%20Training%20Form.pdf>).
- 3) Service Animals shall remain under the passenger's control, and must be harnessed or leashed.
- 4) Passengers and their Service Animals may be denied boarding or removed from the flight by Silver Airways if the animal cannot be controlled by the passenger or otherwise exhibits behavior that poses a threat to the health or safety of other passengers.
- 5) Passengers with Service Animals will not be seated in emergency exit rows. They may not obstruct an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation.
- 6) Service Animals must fit in their owner's lap or foot space and cannot encroach upon the personal space of another passenger.
- 7) Passengers are limited to two Service Animals brought onboard.
- 8) Silver Airways does not accept the carriage of emotional support animals under its Service Animal policy. Passengers wishing to travel with emotional support animals are subject to the same policies and charges as passengers traveling with pets.

Certain Trained Dogs: Silver Airways accepts for transportation, without charge, any properly harnessed dog trained in explosive or drug detection, search and rescue or other official government business when accompanied by a government official or rescue team member. The dog will be permitted to accompany such passenger in the cabin, but will not be permitted to occupy a seat.

B) Additional Passenger Responsibility: The passenger assumes full responsibility for compliance with all governmental requirements, regulations, or restrictions, including entry permits and required health certificates of the country, state, or territory from and/or to which the animal is being transported.

RULE 90 - OXYGEN SERVICE AND MEDICAL EQUIPMENT

- A) In-Flight Medical Oxygen: Silver Airways does not provide or accept in-flight medical oxygen.
- B) Passenger-provided Portable Oxygen Concentrators: The carriage and use of passenger-provided Portable Oxygen Concentrators (POC) is permitted on board Silver Airways flights, subject to the following conditions:
- 1) The POC must be approved by the FAA for use in flight (see www.faa.gov/about/initiatives/cabin_safety/portable_oxygen for a list of FAA-approved POCs) or, for POCs not so approved, bear a manufacturer label stating, “The manufacturer of this POC has determined this device conforms to all applicable FAA acceptance criteria for POC carriage and use on board aircraft.”
 - 2) Passengers utilizing POCs are required to provide at least 48 hours’ advance notice to Silver Airways and check-in for their flight one hour before the check-in time for the general public, subject to Rule 35 F). Passengers utilizing POCs who make their reservations with a travel agency or via www.silverairways.com are responsible for contacting Silver Airways reservations in advance of travel to ensure that Silver Airways has all necessary information to accommodate the passenger.
 - 3) Passengers utilizing POCs must be prepared to provide the following:
 - a) the make and model of the POC for use onboard to verify it is one of the FAA approved units or has the approved label markings.
 - b) Sufficient batteries for at least two and half times the scheduled length of the flight or a second battery
 - c) A Medical Certificate for POC use, completed by a physician, that (i) states whether oxygen use is medically necessary for all or a portion of the flight(s) listed on your itinerary, (ii) specifies the maximum oxygen flow rate in liters per minute corresponding to the pressure in the cabin of the aircraft under normal operating conditions, and (iii) states that the expected total operating time (duration) of the POC extends the entire length of the flight plus three hours.

NOTE: Aircraft operated by Silver Airways do not have in-seat passenger power sources. Passengers utilizing POCs must bring an adequate number of fully charged batteries onboard to power the device for not less than 150% of the expected maximum flight duration, and all batteries not contained in the POC device must be properly protected for short circuiting by having recessed battery terminals or through the use of packaging to ensure the batteries do not contact metal objects, including the terminals of other batteries.

- 4) Failure to meet the above requirements may result in denied use of POC or denied boarding, in which case Silver Airways shall be obligated to provide a written explanation to the passenger in accordance with 14 C.F.R. § 382.19(d).

RULE 95 - ADDITIONAL LIABILITY LIMITATIONS

For the purposes of International Carriage governed by the Montreal Convention or the Warsaw Convention, the liability rules set out in the applicable Convention are fully incorporated by reference herein and shall supersede and prevail over any provisions of this Contract of Carriage which are

inconsistent with the applicable Convention. Carriage to be performed under one ticket or under a ticket and any conjunction ticket issued in connection therewith by several successive Carriers is regarded as a single operation.

- A) The Carrier shall be liable under Article 17 of the Warsaw Convention or Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:
- 1) The Carrier shall not be able to exclude or limit its liability for damages not exceeding 128,821 Special Drawing Rights for each passenger.
 - 2) The Carrier shall not be liable for damages to the extent that they exceed 128,821 Special Drawing Rights for each passenger if the Carrier proves that:
 - a) such damage was not due to the negligence or other wrongful act or omission of the Carrier or its servants or agents; or
 - b) such damage was solely due to the negligence or other wrongful act or omission of a third party.
 - 3) The Carrier reserves all other defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention except that the Carrier shall not invoke Articles 20 and 22(1) of the Warsaw Convention in a manner inconsistent with paragraphs (1) and (2) hereof.
 - 4) With respect to third parties, the Carrier reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
 - 5) The Carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the passenger.
- B) In cases of bodily injury or death, the Carrier shall make an advance payment where the Carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:
- 1) Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the Carrier shall, without delay, make the advance payment to the passenger in an amount or amounts determined by the Carrier in its sole discretion. In the event of death of a passenger, the amount of the advance payment shall not be less than 16,000 Special Drawing Rights, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by the Carrier in its sole discretion.
 - 2) The Carrier shall make the advance payment as an advance against the Carrier's liability under the Warsaw Convention, or the Montreal Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.
 - 3) The Carrier, in making an advance payment, does not waive any rights, defenses, or limitations available under the Warsaw Convention, or the Montreal Convention, whichever may apply, to any claim on behalf of the passenger, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.
 - 4) The Carrier, in making an advance payment, preserves its right to seek contribution or

- indemnity from any other person for such payment, which shall not be deemed to be voluntary contribution or contractual payment on the part of the Carrier.
- 5) The Carrier may recover an advance payment from any person where it is proven that the Carrier is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.
- C) The Carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:
- 1) The Carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs: (1) The Carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.
 - 2) Airport, air traffic control, security, and other facilities or personnel, whether public or private, not under the control and direction of the Carrier are not servants or agents of the Carrier, and the Carrier is not liable to the extent the delay is caused by these kinds of facilities or personnel.
 - 3) Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply. They include foreseeable compensatory damages sustained by a passenger and do not include mental injury damages.
 - 4) The Carrier reserves all defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention. Under the Montreal Convention, the liability of the Carrier for damage caused by delay is limited to 5,346 Special Drawing Rights per passenger. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.
- D) The Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:
- 1) The liability of the Carrier is limited in most cases to 1,288 Special Drawing Rights for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply. Unless the passenger proves otherwise:
 - a) all baggage checked by a passenger shall be considered to be the property of that passenger;
 - b) a particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one passenger; and
 - c) unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.
 - 2) If a passenger makes, at the time checked baggage is handed to the Carrier, a special declaration of interest and has paid a supplementary sum, if applicable, the Carrier will be liable for destruction, loss, damage, or delay of such checked baggage in an amount not exceeding the declared amount, unless the Carrier proves that the declared amount is greater than the passenger's actual interest in delivery at destination. The declared amount, and the

- Carrier's liability, shall not exceed the total amount of declaration permissible under the Carrier's regulations, inclusive of the limitation of paragraph D.(1) hereof. In the case of transportation under the Warsaw Convention, no supplementary sum shall apply unless the declared amount exceeds 22 Special Drawing Rights per kilogram of the total recorded weight of the checked baggage at the time the baggage is handed to the Carrier. Nevertheless, the Carrier may impose charges for pieces of baggage in excess of the Carrier's free allowance.
- 3) In the case of unchecked baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents.
 - 4) The Carrier is not liable for destruction, loss, damage, or delay of baggage not in the charge of the Carrier, including baggage undergoing security inspections or measures not under the control and direction of the Carrier.
 - 5) The Carrier reserves all defenses and limitations available under the Warsaw Convention, except for Article 22(3) thereof, and the Montreal Convention, whichever may be applicable, to such claims, including, but not limited to, the defense of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Article 22(2) and (3) of the Warsaw Convention in a manner inconsistent with paragraph 4(a) hereof. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply
 - 6) Under the Warsaw Convention and the Montreal Convention, whichever may apply, an action for damages must be brought within two years, and a complaint must be made to the Carrier within seven calendar Days in the case of damage to baggage, and 21 calendar Days in the case of delay thereof. For baggage claims, reimbursement for any expenses will be based upon proof of claim acceptable to Silver Airways.

RULE 96 - CLAIMS

For purposes of carriage (including Domestic Carriage) not governed by the Montreal Convention or other applicable international law, the following provisions shall apply with respect to claims:

- A) No action will be maintained for any loss of, damage to, or delay in the delivery of, any property or baggage, or on any other claim (excepting personal injury or death), in connection with transportation of, or failure to transport any passenger, property or baggage unless notice of the claim is presented in writing to a Silver Airways office within 45 Days after the alleged occurrence. The action must be commenced within 2 years after such alleged occurrence. Any written notification received by the Carrier within 45 Days which informs the Carrier of the nature of the claim is sufficient to meet the requirements for timely notice. Failure to give the above notice will not be a bar if the claimant can show good cause for his/her failure to bring claim within 45 Days.
- B) In the case of allegedly missing, delayed or damaged baggage, the provisions in A) will apply, except that preliminary notice of loss, delay or damage must be submitted to the Carrier, in writing, within 4 hours after arrival of the flight on which the loss, delay or damage is alleged to have occurred. If the claimant fails to give notice within the given time limits, no action will lie against the Carrier unless the claimant establishes to the satisfaction of the Carrier that he/she was unable to give such notice.
- C) In addition to the requirements in paragraph A) above, no claims for overcharge will be valid

and no action will be maintained thereon more than 2 years after the date of the alleged overcharge.

RULE 100 - TICKETS

- A) No person will be entitled to transportation except upon presentation of a valid ticket. Such ticket entitles the passenger to transportation only between point of origin and destination, and via the Routing designated thereon. A Ticket will not be issued, and in any case Silver Airways will not be obligated to carry any passenger until the passenger has paid the applicable fare or has complied with credit arrangements established by Silver Airways.
- B) Flight Coupons will be honored only in the order in which they are issued and only if all unused Flight Coupons and passenger coupons are presented together.
- C) A ticket which has not been validated, or which has been altered, mutilated or improperly issued, is not valid.
- D) Tickets are not transferable, but Silver Airways is not liable to the owner of a ticket for honoring or refunding the ticket when presented by another person.
- E) Tickets may be purchased on credit, installment, or time payment plans in effect.
- ~~F) The Carrier will impose a service charge of \$10.00 USD per coupon for copies of tickets previously used for online transportation.~~
- G) Upon request, or if determined by Silver Airways, and given availability, a passenger will be permitted to the exclusive use of two immediately adjacent seats subject to the payment of two applicable fares for the points between which the two seats will be used. A ticket will be issued for each seat and the normal baggage allowances will apply in connection with each such ticket presented to Silver Airways.

RULE 105 - TICKET VALIDITY

- A) Period of Validity: Except as provided in paragraph C) 1) below, a ticket for transportation on Silver Airways is valid for one year from the date of issuance of the original ticket, and all travel must be completed within the validity period. If exchanged, whether travel has commenced or not, the ticket must be reissued and all travel completed within one year from the original date of issue. However, certain fares may have different periods of validity, in which case the specific rules associated with the fare will apply.
- B) Extension of Validity:
 - 1) If the passenger is prevented from using the ticket, or a portion of the ticket, during the period of validity specified in paragraph A) above, or such shorter period of validity applicable to an excursion or special fare under paragraph C) 1) below, due to lack of space or flight cancellation, the ticket will remain valid until space can be provided on a schedule comparable to that which the passenger had requested.
 - 2) For fares other than those under paragraph C) below, if the passenger is unable to commence or continue travel due to personal illness, physical incapacity, or the illness or physical incapacity of a member of the passenger's Immediate Family, or of an associate with whom the passenger is traveling, the Carrier will extend the period of validity beyond the original limit not to exceed 30 Days. The illness or incapacity must be certified in writing by a physician, specifying that the passenger is prevented from

completing the journey before the expiration of the original time limit because of such circumstances. The certificate must be surrendered to the Carrier, and the ticket and all Flight Coupons affected must be endorsed by the agent to indicate that an extension has been granted.

C) Special Fare Provisions:

- 1) Period of Validity: When a ticket includes an excursion or special fare having a shorter period of validity than one year, the shorter period of validity applies only to the excursion or special fare transportation. EXCEPTION: When fares are combined to create Round Trip/Circle Trip/Open-Jaw trips, the most restrictive provisions will apply to the entire journey.
- 2) Waiver of Special Fare Restrictions: When a passenger traveling at an excursion or special fare is unable to commence or continue travel due to personal illness, physical incapacity, or the illness or physical incapacity of a member of the passenger's Immediate Family, or of an associate with whom the passenger is traveling, the passenger will be permitted to travel according to the provisions below.
 - a) When Transportation Has Not Commenced From Point of Origin:
 - i) When traveling at a fare requiring travel as part of a group, the passenger will be permitted to travel with a subsequent group traveling on the same type of fare (governed by the same rule as the fare on which the passenger was originally ticketed), without regard to any minimum reservations or ticketing limit, but will not be permitted to commence travel individually unless in accordance with the applicable tariff.
 - ii) When traveling at a fare that permits individual travel, the passenger will be permitted to commence travel on a subsequent flight without regard to any minimum reservation, ticketing limit, or maximum passenger limitation.
 - iii) Travel will not be permitted on a day or at a time when the fare is not applicable for travel, nor will travel be permitted to commence at a fare that has expired. When necessary, the appropriate difference in fare will be collected from or refunded to the passenger.
 - b) When Transportation has Commenced from Point of Origin: The passenger will be permitted to return to the final destination on an earlier or later flight, as necessary, without regard to group travel requirements or any minimum reservations or ticketing limit.
- 3) Travel permitted in accordance with the provisions in paragraphs 2) a) and b) above is also subject to the following provisions:
 - a) The passenger will be accommodated in the class of service originally ticketed.
 - b) If the circumstances require the passenger to stop over at an intermediate point named on the Routing applicable to the fare paid by the passenger, one Stopover will be permitted at no additional cost.
 - c) The passenger must submit a physician's certificate stating the circumstances which necessitate travel under this provision to the Carrier. In the case of death of a member of the passenger's Immediate Family, a copy of the death certificate shall be presented to the Carrier.

- d) If the Medical Certificate or death certificate is not available at the time the passenger is to travel, or, if the Carrier has reason to doubt the validity of such certificate, the passenger will be accommodated upon payment of the fare applicable to transportation actually used, and a request for refund may be filed with the Carrier. Upon receipt of the claim form and all supporting documents, and after determining the validity of the claim, the Carrier will refund to the passenger, the difference between the total fare paid by the passenger and the amount the passenger would have paid under the provisions of this rule.
- e) Any extension of validity or restrictions waived will also apply to members of the immediate travel party who accompany the passenger described in paragraph D) 3) above.

RULE 115 - CONFIRMATION OF RESERVATIONS

- A) **General Rule:** A reservation for space on a given flight is valid when the availability and allocation of such space is confirmed by a reservation agent of the Carrier, and entered in the Carrier's reservation system. Subject to payment of satisfactory credit arrangement, a validated ticket will be issued by the Carrier indicating such confirmed space, provided the passenger applies to Carrier for such ticket at least 30 minutes before the scheduled departure time of the applicable flight (for domestic flights) or at least 60 minutes before the scheduled departure time of the applicable flight (for international flights), except that where a group tour operator/Group Organizer issues a travel voucher in a form acceptable to Silver Airways instead of a standard airline ticket form, such voucher must be issued to each passenger before departure.
- B) **Overbooking:** The Carrier's flights may be subject to Overbooking, which could result in the Carrier's inability to provide previously confirmed space for a given flight. In that event, the Carrier's obligation to the passenger is governed by Rule 245 regulating the payment of denied boarding compensation. The term Overbooking as used in this Rule 115 means the limited acceptance of more confirmed reservations on a given flight than the seating capacity of the aircraft.
- C) **No Record of Reservation:** A passenger holding a valid ticket for a confirmed reservation will be considered to have confirmed reserved space whether or not there is a record of the reservation in the Carrier's reservation system.

RULE 135 - CANCELLATION OF RESERVATIONS

- A) **General Rule:** Silver Airways reserves the right to cancel the reservation of any passenger whenever such action is necessary to comply with any governmental regulation; or to comply with any governmental request for emergency transportation in connection with the national defense; or whenever such action is necessary or advisable by reason of weather or other conditions beyond Silver Airways' control (including, but not limited to acts of God, force majeure events, strikes, civil commotions, embargoes, wars, hostilities, or other disturbances, whether actual, threatened, or reported).
- B) **Failure to Occupy Space:** Silver Airways reserves the right to cancel the reservation of any passenger who fails to occupy space which has been reserved for him/her on a flight of the Carrier and the Carrier fails to receive notice of the cancellation of the reservation before the departure.
- C) **Failure to Meet Check-in Deadlines:** Silver Airways reserves the right to cancel reservations (whether or not confirmed), deny boarding and/or refuse the acceptance of checked baggage of any passenger who fails to present himself/herself within the applicable check-in time limit for

passengers and/or baggage, as follows:

- 1) Domestic Flights:
 - a) Passengers must complete the purchase of the ticket(s), check-in and obtain a boarding pass and complete baggage check-in at least 45 minutes prior to scheduled departure.
 - b) Passengers must be present at the gate for boarding at least 15 minutes prior to scheduled departure.
- 2) International Flights:
 - a) Passengers must complete the purchase of the ticket(s), check-in and obtain a boarding pass and complete baggage check-in at least 60 minutes prior to scheduled departure.
 - b) Passengers must be present at the gate for boarding at least 45 minutes prior to scheduled departure.
- D) Minimum Time Requirements: The time limits provided by Silver Airways in this Rule 135 are minimum time requirements. Passenger and baggage processing times may differ from airport to airport. It is the Passenger's responsibility to arrive at the airport with enough time to complete any ticketing, check-in, baggage and security screening processes, and boarding requirements within these minimum time limits.
- E) Misconnections: Passengers who are unable to present themselves for check-in in accordance with paragraph C) above due to late arrival of an inbound connecting flight (misconnections) will be accommodated according to Rule 240.
- F) Secure Flight: The Transportation Security Agency's (TSA) Secure Flight Program requires that Silver Airways collect the following additional information from passengers when making a reservation to fly within, into or out of the United States and reservations for point-to-point international flights operated by U.S.-based airlines: 1) full name (required), as it appears on government-issued I.D. approved for use when traveling; 2) date of birth (required); 3) gender (required); and 4) redress number (optional). Silver Airways may cancel your reservation if the reservation does not include the required Secure Flight Passenger Data (full name, date of birth and gender) at least 72 hours prior to your scheduled departure.
- G) Additional Provisions: If Silver Airways cancels the reservation of any passenger in accordance with this Rule 135, the Carrier may cancel all reservations held by such passenger on the flights of any Carrier for continuing or return space.
- H) Liability: Silver Airways is not liable when it cancels the reservation of any passenger in accordance with this Rule 135, however:
 - 1) If such reservation was cancelled according to paragraph A) above, the Carrier will take such action as is provided in Rule 240 (Flight Delays/Cancellations);
 - 2) If such reservation was cancelled according to other paragraphs of this Rule 135, the Carrier will provide a refund in accordance with Rule 270 (Voluntary Refunds).

RULE 160 - CURRENCY

Except as otherwise provided, all fares and charges between points in the United States are stated in dollars and cents of the lawful currency of the United States.

RULE 190 - GENERAL BAGGAGE PROVISIONS

- A) General Conditions of Acceptance: The Carrier will accept for transportation as baggage, such personal property as is necessary or appropriate for the wear, use, comfort, or convenience of the passenger for the purpose of the trip, subject to the following conditions:
- 1) All baggage is subject to inspection by the Carrier or the TSA; however, the Carrier will not be obligated to perform inspection. The Carrier will refuse to transport or will remove at any point baggage that the passenger refuses to submit for inspection.
 - 2) The Carrier has the right to refuse to transport baggage on any flight other than the one carrying the passenger.
 - 3) Checked baggage will generally be carried on the same aircraft as the passenger unless such carriage is deemed impractical by the Carrier, in which event the Carrier will make arrangements to transport the baggage on the next flight on which space is available.
 - 4) The Carrier reserves the right to refuse to accept property for transportation whose size, weight or character renders it unsuitable for transportation on the particular aircraft which is to transport it; or which is not suitably or adequately packaged to withstand ordinary handling; provided that, in the case of carriage that is not covered by the Montreal Convention or other applicable international law, the Carrier may at its sole discretion accept such property where the passenger executes a release form.
 - 5) Silver Airways will not accept baggage or other personal property for storage. Silver Airways will check baggage which is tendered by the passenger only upon presentation by the passenger of a valid ticket or travel document for transportation over the lines of Silver Airways, or over the lines of Silver Airways and one or more other Carriers, subject to the conditions specified below:
 - a) Baggage must be checked at the airport and at least 45 minutes in advance of flight departure time (for domestic flights) or 60 minutes in advance of flight departure time (for international flights). TSA may require other check-in limitations by airport which can be found at www.tsa.gov
 - b) The passenger's name must appear on the baggage.
 - c) Baggage will not be checked:
 - i) To a point that is not on the passenger's Routing
 - ii) Beyond the passenger's next point of Stopover or, if there is no Stopover, beyond the final destination designated on the ticket.
 - iii) Beyond a point at which the passenger wants to reclaim the baggage or any portion thereof.
 - iv) Beyond the point to which all the applicable charges have been paid.
 - v) Beyond a point at which the passenger is to transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the passenger is scheduled to arrive.
 - vi) To a point which is intermediate to the passenger's next point of Stopover, or if none, intermediate to the final destination.

Size and Weight Limits for Checked Baggage: Except as otherwise provided in this Rule 190, Silver Airways will accept baggage for transport in accordance with its policies, which can be found on its website (www.silverairways.com). Checked baggage may be subject to

additional charges based on size, weight, route, and number of pieces.

Silver Airways reserves the right to change its applicable baggage charge(s) at any time prior to receipt of full payment for a valid ticket. Irrespective of the actual date of travel, Passengers will be charged the baggage charge(s) in effect at the time full payment for a valid ticket was received by Silver Airways.

Silver Airways may in its sole discretion accept larger or heavier baggage, but may require payment of an excess baggage charge, as set forth below.

Excess Baggage Charges: Silver Airways may, in its sole discretion, accept for transport baggage in excess of the rules listed on its website. Such baggage will be accepted for transportation only upon the payment of the excess baggage charges specified on its website. The excess baggage charges are cumulative, i.e., a single item of baggage may be subject to additional item, oversize, and overweight charges if applicable. In addition to these charges, baggage connecting to other airlines may be subject to the connecting airline's charges for additional, oversize, and/or overweight baggage.

- B) Baggage Charges Generally Non-Refundable: Applicable baggage charge(s) paid are non-refundable. EXCEPTION: A Passenger who does not travel as a result of a cancellation, change in schedule, or schedule irregularity will be eligible for a refund upon request. Silver Airways also will reimburse passengers for any baggage charge(s) charged to transport bag(s) that are lost.
- C) Checked Baggage: Silver Airways will check baggage which is tendered by a passenger and which is acceptable under the terms of Rules 190 and 195. Additionally:
- 1) Baggage must be checked at the city or airport office designated by Silver Airways and in advance of flight departure time as prescribed by Silver Airways.
 - 2) The passenger's name and contact information must appear on the baggage. Silver Airways will supply baggage identification labels free of charge.
- D) Quantity and/or Size Maximums: No article will be accepted for transportation as checked baggage if the Maximum Outside Linear Dimension exceeds 115 inches, if the article weighs more than 100 lbs, or any single dimension exceeds 84 inches.
- E) U.S. Military Baggage Allowance: Active U.S. military personnel are allowed two bags up to 70 pounds each with a maximum dimension of 62 linear inches, free of charge. This does not apply to the Dependents of military personnel.
- F) Dangerous Goods/Hazardous Materials:
- 1) Silver Airways will not accept as baggage any article which is listed in the Some everyday products, like aerosol spray starch, can be dangerous when transported on the aircraft in carry-on and/or checked baggage. Changes in temperature or pressure can cause some items to leak, generate toxic fumes or start a fire. Carriage of prohibited items may result in fines or in certain cases imprisonment. Please ensure there are no forbidden hazardous materials in your baggage such as: some lithium batteries (e.g. spares in checked baggage, batteries over a certain size); explosives or fireworks; strike anywhere matches or Lighter fluid; compressed gases or aerosols; oxygen bottles or liquid oxygen; flammable liquids; pesticides or poison; and corrosive material. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage, spare lithium batteries in carry-on baggage and certain smoking materials carried on your person. Certain items are required to be carried with you onboard the aircraft. Spare lithium

batteries and cigarette lighters must be removed from checked or gate-checked baggage and carried onboard the aircraft. Passengers may obtain additional information on the types of hazardous materials a passenger is forbidden to transport aboard an aircraft by visiting <http://safetravel.dot.gov> and www.faa.gov/go/packsafe.

- 2) Notwithstanding the provisions of paragraph F) 1) above, limited quantities of dry ice, not to exceed 5.07 lbs., per package, will be accepted for carriage as checked baggage provided that the baggage is properly designed to permit the release of carbon dioxide and the container is clearly labeled, on the outside: "DRY ICE" or "CARBON DIOXIDE SOLID". Personal items or gate checked bags can only contain 4.4 lbs. of dry ice. The package must also have stated on the outside: i) the amount of dry ice inside the package and ii) the contents inside the package that are being cooled. There is no limit to the number of packages on any one flight.
- G) Duffel Bags: See Rule 195.
- H) Acceptance of Live Animals for Transportation: Live Animals will only be accepted in accordance with the additional provisions and/or charges specified in Rule 200.
- I) Firearms:
- 1) Firearms must be unloaded and packed in a manufacturer's crushproof type container or a hard-sided container designed specifically for the firearm.
 - 2) Baggage containing handguns must be locked with a key or lock combination in possession of the passenger and the bag must be of the hard-side type.
 - 3) Baggage containing firearms will be transported in an area, other than the cockpit, inaccessible to passengers.
 - 4) Passengers under 18 years of age are not permitted to check firearms.
 - 5) Baggage containing firearms will not be accepted for transportation unless a declaration, signed and dated on the day the baggage is accepted for transportation, is placed in the baggage declaring that firearms are not loaded. EXCEPTION: When firearms are in hard-sided cases or baggage not specifically designed for carrying firearms, the declaration must be placed inside the suitcase or other baggage.
 - 6) Baggage containing firearms will only be accepted on domestic flights
- J) Acceptance of Other Special Items: Special baggage rules apply to certain categories of items, as set forth below. The general baggage rules, including piece and excess, overweight, and oversize baggage charges, and the restrictions on acceptance of fragile or perishable items under Rule 195, apply to the carriage of these special items
- 1) Bicycles: Bicycles must be packaged in a cardboard or canvas container with handlebars fixed sideways and pedals removed, or with handlebars and pedals encased in plastic, Styrofoam, or other similar materials. NOTE: Silver Airways does not provide cardboard or canvass containers for the transport of bicycles.
 - 2) Sporting Equipment: Certain items of sporting equipment such as, but not limited to, surfboards, scuba gear, fishing gear, may be subject to a sporting equipment charge in place of a regular checked bag charge.
- K) Child/infant seats: When checked as baggage, checked bag charge will not apply but all oversize and overweight charges will apply. A child/infant seat is permitted to be used to seat a child/infant in the

passenger cabin if it is an approved restraint system that conforms to all applicable Federal Motor Vehicle standards and/or meets the requirements of 14 C.F.R. § 121.311, including car seats approved for airline travel, provided an additional passenger cabin seat is reserved and a ticket is purchased for the child/infant. The accompanying adult passenger is responsible for ensuring that the restraint system functions correctly, that the child/infant does not exceed the restraint system's limitations, that the child/infant is properly secured in the restraint system and that the restraint system is safely secured to the passenger cabin seat. See Rule 50 A)

7) for additional applicable provisions regarding child restraint systems for use in the passenger cabin.

- L) Musical Instruments: Subject to the rules for carriage of fragile items and the other rules set forth in this Rule 190, Silver Airways will accept musical instruments or equipment whose outside linear dimensions do not exceed 150 inches provided the weight, including case, does not exceed 165 lbs, subject to physical space and operating weight limitations based on the aircraft type. Standard piece and excess charges (including additional bag, overweight, and oversize charges) apply.
- M) Strollers: Silver Airways accepts one collapsible stroller in addition to a passenger's baggage allowance. These items will not be charged as a checked bag regardless of the number of pieces the adult has already checked unless overweight or oversize, such items will be subject to the excess baggage/overweight/oversize charge.
- N) Personal Assistive Devices and Medical Equipment/Supplies: Passengers may also check or carry on personal assistive devices such as wheelchairs or crutches as well as medical supplies or equipment, provided the article can be transported in accordance with FAA, PHMSA, and TSA regulations. Such items do not count against a passenger's baggage allowance and are transported free of charge.

RULE 195 - RESTRICTED ITEMS

A) Fragile or Perishable Items: A fragile or perishable item may be accepted as checked baggage in accordance with this Rule 195 only if it is packaged appropriately (e.g., in an original, factory-sealed carton, in a cardboard mailing tube, in a container/case designed for shipping such item or packed with protective internal material). Except for International Carriage that is covered by the Montreal Convention or other applicable international law, Silver Airways is not liable for loss or damage of contents or delay in delivery which result from the unsuitability of such item(s) as checked baggage and/or the inadequacy of its packaging and not from the Carrier's failure to exercise the ordinary standard of care. Silver Airways is not liable for damage to a passenger's carry-on personal item or other in-cabin property that contains fragile or perishable items when such damage is caused by the fragile or perishable items. Passengers are responsible for all damage caused by their property, whether such damage is to their own property or to someone else's property. Fragile and Perishable Items include, but are not limited to:

- 1) Artistic Items: Vases, figurines, ceramic articles, trophies, paintings, sculpture, antique furniture, and similar objects of art.
- 2) Electronic and Mechanical Items (See also Precision Items): Television sets, radios, amplifiers, speakers, tape recorders, video recorders, DVD players, digital music or video devices, electronic communications devices, calculators, computers, typewriters, dictation equipment, and similar electronic or mechanical items.
- 3) Glass, Chinaware, Ceramics and Pottery: Terrariums, mirrors, crystal, china and glass containers for liquors, wines, beer, liqueurs, and perfumes.
- 4) Infant Items: Fragile items for infant care, including without limitation strollers and car seats.

- 5) Musical Instruments and Equipment: Guitars, violins, trombones, drums, and other musical instruments or equipment.
- 6) Perishable Items: Fresh or frozen foodstuffs such as fruits, vegetables, meats, fish, poultry, and bakery products; floral and nursery stock such as flower, fruit, and vegetable plants; cut flowers and foliage such as floral displays; and similar items of a perishable nature.
- 7) Photographic/Cinematographic Equipment: Cameras, lenses, flash, bulbs, projectors, video cameras, and other photographic or cinematographic equipment.
- 8) Precision Items: Microscopes, oscilloscopes, meters, counters, polygraphs, scales, and similar precision equipment.
- 9) Recreational and Sporting Goods: Fragile recreational or sporting goods of any kind, including without limitation archery equipment, golf clubs, tennis rackets, skis, fishing rods, sculls, surfboards, scuba diving masks and pressure gauges, scopes, sporting trophies such as animal horns and antlers, skin diving gear, model airplanes, bicycles, backpacks, knapsacks, sleeping bags, and tents made of plastic, vinyl, or other easily tearable material with aluminum frames, outside pockets, or protruding straps and buckles.
- 10) Toys: Dolls, dollhouses, model trains and airplanes, and similar toys of a fragile nature.
- 11) Valuable or Fragile Papers: Irreplaceable documents, advertising displays, models, sketches, blueprints, maps, and other valuable or fragile paper materials.
- 12) Other Items: Money, gift cards and gift certificates.

NOTE: Upon request, a fragile and/or perishable item will be carried as cabin-seat baggage subject to the provisions in Rule 215.

- B) Duty to Identify Fragile or Perishable Items: The passenger must identify all fragile or perishable items contained in any baggage tendered to Silver Airways for carriage at the time of check-in.
- C) Acceptance of Properly Packaged Fragile or Perishable Items: Except as provided below, fragile items or perishable will be accepted as checked baggage only if, in Silver Airways' sole determination, the items are appropriately packaged in an original factory- sealed carton, cardboard mailing tube, a container or case designed for shipping such items, or packed with protective internal material sufficient to protect the items from damage during ordinary handling, and are otherwise suitable for transport under these rules.
- D) Acceptance of Other Fragile or Perishable Items: For carriage (including Domestic Carriage) that is not covered by the Montreal Convention or other applicable international law, perishable items and fragile items not accepted by Silver Airways pursuant to paragraph C) above may be accepted upon the condition that the passenger agree in advance and in writing to release the Carrier of liability for loss or damage resulting from the unsuitability of such items as checked baggage and/or the inadequacy of their packaging, in a Limited Liability Release form to be provided by Silver Airways.
- E) Precious or Highly Valuable Items: Precious or other highly valuable items, including, without limitation cash, cash equivalents, securities, negotiable instruments, irreplaceable documents, precious gems/stones, jewelry, silverware, precious metals, works of art, and any other items that cannot be easily replaced if lost or damaged may not be transported in checked baggage and, for carriage (including Domestic Carriage) that is not covered by the Montreal Convention or other applicable international law, Silver Airways shall have no liability for delay, damage to, or destruction or loss of, such items.

RULE 200 - ANIMALS

- A) Applicability: The transportation of live Animals other than Service Animals covered under Rule 55 is subject to the general conditions of acceptance herein. Silver Airways reserves the right to refuse carriage of Animals at any time.
- B) General Conditions of Acceptance: Silver Airways will accept domestic cats, dogs and household birds for transportation in accordance with Silver Airway's pet policy, found at <https://www.silverairways.com/more-information/travel-policies/policy/pets-in-cabin>. Silver Airways will not accept gaming birds under any circumstances. The acceptance of Animals is subject to the conditions below.
- 1) Animals will only be accepted for transportation in the passenger compartment.
 - 2) Arrangements must be made at least 24 hours prior to scheduled departure by contact Silver Airways
 - 3) The animal must be harmless, inoffensive, odorless, and require no attention during transit.
 - 4) The animal's container can be no larger than 17"L x 16"W x 9"H and must be stowed under the seat.
 - 5) The animal must be confined in a container subject to inspection and approval by Silver Airways before acceptance and must meet the department of agriculture requirements prior to acceptance.
 - 6) The passenger must make all arrangements, and assume full responsibility for complying with any applicable laws, customs, and/or other governmental regulations, requirements, or restrictions of the country, state, or territory to which the animal is being transported.
 - 7) The maximum number of animal containers per aircraft is ten, in order to ensure the safety and well being of any animal transported.
 - 8) Carriage of Animals is limited to one animal per container, except that two kittens or two puppies under 10 weeks of age, or two household birds, will be permitted in a single container.
 - 9) Containers for transporting Animals must be supplied by the passenger.
 - 10) Containers must be leak proof, structurally sound, free from all broken wires or protrusions, and properly ventilated.
 - 11) Containers must be large enough for pet to stand, sit and change positions comfortably.
 - 12) Containers must never be locked as Animals must be accessible in case of emergency.
- C) Additional Requirements for Carriage of Animals in the Passenger Compartment:
- 1) Animals are not permitted with unaccompanied children.
 - 2) Animals are not permitted to occupy a passenger seat as cabin-seat baggage.
 - 3) After passenger check-in, the Animal must remain in the container at all times while

in the boarding area and on board the aircraft.

- 4) The container must be stored under the seat directly in front of the passenger.
 - 5) Passengers are limited to one animal container each.
- D) Charges: The carriage of Animals under this Rule 200 is subject to a service charge per animal container, each way, pursuant to Silver Airways' pet policy.
- E) Limitation of Exclusion from Liability
- 1) Except as required under applicable law, Silver Airways will not be liable for illness or injury to an animal or death of an animal.
 - 2) Silver Airways will not be liable for loss or expense due to the passenger's failure to comply with the provisions of this rule, including, without limitation, if any animal is refused passage into or through any state or country.

RULE 205 - CABIN BAGGAGE PROVISIONS

- A) General Rule: Passengers may carry baggage on board the aircraft subject to the provisions in paragraphs B) and C) below. The suitability of baggage, as to weight, size, and character, to be carried in the passenger compartment of the aircraft, will be determined by the Carrier.
- B) Cabin Baggage: Silver Airways baggage program differs regarding carry-on baggage based on aircraft type. For all aircraft types, passengers are permitted to bring to the aircraft one personal item and one carry-on. However, based on aircraft type, the carry-on item may need to travel as a valet bag.
- 1) Passengers are permitted to bring onboard one personal item, as follows:
 - a) Laptop computers, personal cameras, small electronic devices
 - b) Diaper bags and infant supplies
 - c) Briefcases, small backpack, and purses
 - 2) Other items allowed to be carried onboard that do not count against the above limit are:
 - a) Reading material
 - b) Umbrella, jackets, and overcoats
 - c) Mobility aids/personal assistive devices (e.g., canes), braces or prosthetic devices, and medical supplies or equipment
 - d) Government approved child/infant seat for use onboard the flight
 - e) Service Animals
 - f) A fully collapsible stroller
 - 3) Carry-on Baggage
 - a) ATR 42/72 – Items within carry-on dimensions and count are permitted to bring the carry-on item into the cabin. Should overhead space run out the overflow will be handled as valet baggage and travel in the baggage compartment.
 - 4) Items outside of the carry-on or personal item dimensions and counts must be checked and handled as such, including any ancillary service fees.

- C) Cabin-Seat Baggage: When a passenger requests that an item of baggage be carried in the cabin, and it is determined by the Carrier that the item is acceptable for carriage in the cabin but it is so fragile and/or bulky as to require the use of a seat, the provisions specified below will apply.
- 5) The ticket for the second seat will be issued at the same fare as the original passenger ticket.
 - 6) Cabin-seat baggage must be carried aboard the aircraft by the passenger and secured in a seat by a seatbelt, straps, and/or webbing to restrain the item so that it will not shift under all normally anticipated flight and ground conditions.
 - 7) Such baggage must be packaged in such a manner as to avoid possible injury to other passengers.
 - 8) Such baggage must not obstruct the use of, or access to, any required emergency or regular exit.
 - 9) Such baggage must not obscure any passenger's view of the "seat belt" sign, "no smoking" sign or placard, or any required exit sign.
 - 10) The passenger and the cabin seat baggage must occupy the same passenger compartment.
 - 11) The cabin-seat baggage will not be included in determining the baggage allowance or excess baggage charges.
 - 12) Animals are not allowed to occupy a passenger seat, even when animal is in a leak proof container.

RULE 225 - EXCESS BAGGAGE CHARGES

- A) General Rule: Baggage in excess of the first two standard sized checked bags meeting the size and weight limitations under Rule 190 B) will be accepted for transportation only upon payment of excess baggage charges specified in Rule 190 C). Excess baggage charges will apply from the point at which baggage is checked or transported in the passenger compartment.
- B) Connections to Other Airlines: Baggage connecting to other airlines may be subject to the connecting airline's excess charges and/or oversize, overweight charges, in addition to Silver Airways' excess, oversize, and overweight charges.
- C) Responsibility of Silver Airways: Each excess piece of baggage beyond one standard checked bags is accepted in all cases on a space available basis only. In such cases, Silver Airways is not responsible for ground delivery at point to where excess piece(s) is checked.

RULE 230 - BAGGAGE LIABILITY

- A) For purposes of carriage (including Domestic Carriage) not governed by the Montreal Convention or other applicable international law, the following provisions shall apply with respect to baggage liability:
- 1) The Carrier will be liable for the loss of, damage to, or delay in the delivery of a fare paying passenger's baggage or other property in accordance with this Rule 230. Such liability, if any, for the loss, damage, or delay in the delivery of a fare-paying passenger's baggage or other property (whether checked or otherwise delivered into the custody of the Carrier), is limited to an amount equal to the value of the property, plus consequential damages, if any, and may not exceed the maximum limitation of \$3,800.00 USD for all liability per each fare-paying passenger, except as provided for herein.

- 2) When the transportation is over the lines of Silver Airways and one or more Carriers with a limitation of liability exceeding \$3,800.00 USD for each fare-paying passenger and responsibility for loss, damage, or delay in delivery of baggage cannot be determined, the liability limit of \$3,800 USD for each fare-paying passenger will be applied to all Carriers. Whenever responsibility for loss, damage, or delay in delivery of baggage cannot be determined and when transportation is via Silver Airways and one or more Carriers which exclude certain items in checked baggage from their liability, Silver Airways will not be liable for the excluded items.
- 3) The Carrier shall not be liable for loss or damage to articles which are strapped, fastened, or otherwise secured to other baggage being checked and which are not independently tagged and/or packaged. Such items include but are not limited to, sleeping bags, luggage racks, luggage Carriers and umbrellas.
- 4) The maximum liability limitations set forth above shall not apply to claims for the loss of, damage to, or delay in the delivery of wheelchairs or other assistive devices. The Carrier will accept these items as checked baggage regardless of packaging, but will not be responsible for repair or replacement of such items due to damage existing at the time of acceptance. Any such damage will be noted by Silver Airways at the time of acceptance.
- 5) Silver Airways assumes no responsibility for personal items or baggage carried in the passenger compartment.
- 6) When the Carrier has exercised the ordinary standard of care, it will not be liable for spoilage resulting from delay in delivery of any perishables described in Rule 195 nor for damage to, or damage caused by, fragile articles described in Rule 195 that are unsuitably packed, and that are included in the passenger's checked baggage with or without the Carrier's knowledge. The Carrier will not be liable for the damage or delay in delivery of a passenger's checked baggage and property accepted according to the execution of a release as set forth in Rule 195, to the extent that such release relieves the Carrier of liability.
- 7) The Carrier assumes no liability for precious or highly valuable items, including, but not limited to those listed in Rule 195, or damages caused by such articles included in the passenger's baggage, with or without the knowledge of the Carrier. These items should be hand carried by the passenger or, if too large, shipped as commercial freight with a third-party.
- 8) Except as required by applicable law, the Carrier assumes no liability for baggage not claimed by passenger immediately upon arrival.
- 9) The Carrier shall not be liable for damage to external components of checked baggage (i.e. protruding parts, wheels, handles, outside pockets) such as scratches, stains, dents, cuts or loss, when such damage constitutes fair wear and tear resulting from the ordinary handling of checked baggage.
- 10) The Carrier shall not be liable for the loss, damage to, or delay in delivery of any property checked by a passenger traveling on a non-revenue ticket or reduced rate ticket, except for any wheelchair or other assistive device.
- 11) Silver Airways is not liable for loss, damage, or delay of a passenger's checked baggage or carry-on personal items (including any wheelchair or assistive device), or any personal item that may result from a security search of such items conducted by an agent of any local, state, or federal agency in charge of airport security screening, or from confiscation by an agent of any local, state, or federal agency.

- B) For International Carriage governed by the Montreal Convention or other applicable international law, the following provisions shall apply with respect to baggage liability:
- 1) The Carrier is liable for damage sustained in case of destruction or loss of, or of damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the Carrier. However, the Carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage.
 - 2) In the case of unchecked baggage, including personal items, the Carrier is liable if the damage resulted from its fault or that of its servants or agents.
 - 3) The Carrier is liable for damage occasioned by delay in the carriage by air of baggage. Nevertheless, the Carrier shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.
 - 4) In the carriage of baggage, the liability of the Carrier in the case of destruction, loss, damage or delay is limited to 1,288 Special Drawing Rights for each passenger unless the passenger has made, at the time when the checked baggage was handed over to the Carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the Carrier will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the passenger's actual interest in delivery at destination.

RULE 240 - FLIGHT DELAYS/CANCELLATIONS (CONFIRMED PASSENGERS)

- A) Flight Schedules Are Not Guaranteed: Silver Airways will exercise reasonable efforts to carry passengers and their baggage according to Silver Airways' published schedules and the schedule reflected on the passenger's ticket, but published schedules, flight times, aircraft type, seat assignments, and similar details reflected in the ticket or Silver Airways' published schedules are not guaranteed and form no part of this contract. Silver Airways may substitute alternate carriers or aircraft, delay or cancel flights, change seat assignments, and alter or omit stopping places shown on the ticket at any time. Schedules are subject to change without notice. Except as stated in this rule, Silver Airways will have no liability for making connections, failing to operate any flight according to schedule, changing the schedule for any flight, changing seat assignments or aircraft types, or revising the Routings by which Silver Airways carries the passenger from the ticketed origin to destination.
- B) Silver Airways' Liability in the Event of Schedule Changes, Delays and Flight Cancellations: In the event of flight cancellation, diversion, delays of greater than 90 minutes, or delays that will cause a passenger to miss connections, Silver Airways will (at passenger's request) cancel the remaining ticket and refund the unused portion of the ticket and unused ancillary charges in the original form of payment in accordance with Rule 260. If the passenger does not request a refund and cancellation of the ticket, Silver Airways will transport the passenger to the destination on Silver Airways' next flight on which seats are available. At Silver Airways' sole discretion and if acceptable to the passenger, Silver Airways may arrange for the passenger to travel on another carrier or via ground transportation. Except as stated in this rule, Silver Airways will have no liability for costs associated with the delay or cancellation such as a prepaid hotel room, a cruise, a vacation, concert or other tickets, or lost wages.
- C) Silver Airways' Liability for Amenities in the Event of Schedule Changes, Delays and Flight

Cancellations: Except as provided in paragraph B above, Silver Airways shall have no liability if the flight cancellation, diversion, or delay was due to force majeure. As used in this rule, “force majeure” means actual, threatened, or reported:

- 1) Weather conditions or acts of God.
- 2) Riots, civil unrest, embargoes, war, hostilities, or unsettled international conditions.
- 3) Strikes, work stoppages, slowdowns, lockout, or any other labor-related dispute.
- 4) Government regulation, demand, directive or requirement.
- 5) Shortages of labor, fuel, or facilities.
- 6) Any other condition beyond Silver Airways’ control or any fact not reasonably foreseen by Silver Airways.

When for reasons other than force majeure, a passenger’s travel is interrupted for more than 4 hours after the scheduled departure time as a result of flight cancellation or delay on the date of travel, Silver Airways will provide the passenger with the following additional amenities during the delay:

- i) **Hotel Rooms:** Silver Airways will provide a maximum allowance for one night’s lodging as established by each location. The maximum allowance for one night’s lodging is \$100.00 per night at a domestic location or \$150.00 per night in The Bahamas and Caribbean. **EXCEPTION:** This amenity is not available to passengers who are domiciled in the area where the cancellation, delay, or interruption occurs.
- ii) **Meals:** Silver Airways will offer a voucher for meal service to each ticketed passenger.
- iii) **Credit:** In lieu of the amenities set forth under paragraphs i), ii), and iii) above, Silver Airways, at its discretion and with the passenger’s approval, will compensate the passenger with credit valid toward the purchase of transportation. The credit will be valid for travel only on Silver Airways within 365 Days from the date of issue and will apply only to online transportation via Silver Airways, may not be endorsed to or accepted by any other Carrier, and is not refundable to, saleable by, transferable by, or assignable by the passenger. The credit is not eligible for frequent flyer points.

RULE 245 - DENIED BOARDING COMPENSATION

- A) **Applicability:** When, with respect to a nonstop flight Segment originating at a point within the United States, Silver Airways is unable to provide previously confirmed space due to more passengers holding confirmed reservations and tickets than there are available seats on the flight, Silver Airways will take the actions specified in the provisions of this rule.
- B) **Definitions:** For the purpose of this Rule 245, definitions of the following terms are as indicated.
 - 1) **Airport** means the airport at which the direct or connecting flight, on which the passenger holds confirmed reserved space, is scheduled to arrive, or some other airport serving the same metropolitan area that is served by the former, provided that transportation to the other airport is accepted and used by the passenger.
 - 2) **Alternate transportation** means air transportation with a confirmed reservation at no additional charge, operated by a Carrier as defined below, or other transportation

accepted and used by the passenger in the case of denied boarding.

- 3) Carrier means: (1) a direct air carrier, except a helicopter operator, holding a certificate issued by the Department of Transportation pursuant to 49 U.S.C. 41102 or that has been found fit to conduct commuter operations under 49 U.S.C. 41738, or an exemption from 49 U.S.C. 41102, authorizing the scheduled transportation of persons; or (2) a foreign air carrier holding a permit issued by the Department pursuant to 49 U.S.C. 41302, or an exemption from that provision, authorizing the scheduled foreign air transportation of persons.
 - 4) Confirmed reserved space means space on a specific date and on a specific flight and class of service of a Carrier which has been requested by a passenger, including a passenger with a “zero fare ticket,” and which the Carrier or its agent has verified, by appropriate notation on the ticket or in any other manner provided therefore by the Carrier, as being reserved for the accommodation of the passenger.
 - 5) Fare means the price paid for air transportation including all mandatory taxes and charges. It does not include ancillary charges for optional services.
 - 6) Stopover means a deliberate interruption of a journey by the passenger, scheduled to exceed 4 hours, at a point between the place of departure and the final destination.
 - 7) Zero Fare Ticket means a ticket acquired without a substantial monetary payment such as by using frequent flyer miles or vouchers, or a consolidator ticket obtained after a monetary payment that does not show a fare amount on the ticket. A zero fare ticket does not include free or reduced rate air transportation provided to airline employees and their accompanying passengers.
- C) Request for Volunteers: Silver Airways will request passengers who are willing to relinquish their confirmed reserved space in exchange for compensation in an amount determined by Silver Airways (including but not limited to check or a travel credit). The travel credit will be valid only for travel on Silver Airways or designated Codeshare partners (when a Silver Airways leg is included in the travel) for one year from the date of issue and will have no refund value. If a passenger is asked to volunteer, Silver Airways will not later deny boarding to that passenger involuntarily unless that passenger was informed at the time he was asked to volunteer that there was a possibility of being denied boarding involuntarily and of the amount of compensation to which he/she would have been entitled in that event. The request for volunteers and the selection of such person to be denied space will be in a manner determined solely by Silver Airways.
- D) Boarding Priorities: No one may be denied boarding against his/her will until Silver Airways or other Carrier personnel first ask for volunteers who will give up their reservations willingly in exchange for compensation as determined by Silver Airways. If there are not enough volunteers, other passengers may be denied boarding involuntarily in accordance with Silver Airways’ boarding priority:
- 1) Passengers who are Individuals with Disabilities, unaccompanied children 5 – 13 years of age, or passengers 14 - 17 years of age who are using Silver Airways’ unaccompanied minor service, will be the last to be involuntarily denied boarding if it is determined by Silver Airways that such denial would constitute a hardship.
 - 2) The priority of all other confirmed passengers may be determined based on the time in which the passenger presents him/herself for check-in without advanced seat assignment.
- E) Transportation for Passengers Denied Boarding: When Silver Airways is unable to provide previously

confirmed space due to an oversold flight, Silver Airways will provide transportation to such passengers who have been denied boarding whether voluntarily or involuntarily in accordance with the provisions below.

- 1) Silver Airways will transport the passenger on its own flight to the destination without Stopover on its next flight on which space is available at no additional cost to the passenger, regardless of class of service.
- 2) If space is available on another Carrier's flight regardless of class of service, such flights may be used upon passenger's request and at no additional cost to the passenger only if such flight provides an earlier arrival than the Silver Airways flight offered in 3) a) above.

F) Compensation for Passengers Denied Boarding Involuntarily:

- 1) For passengers traveling in interstate transportation between points within the United States, subject to the exceptions in section c) below, Silver Airways shall pay compensation to passengers denied boarding involuntarily from an Oversold Flight at the rate of 200% of the fare to the passenger's first Stopover or, if none, destination, with a maximum of \$775.00 USD if Silver Airways offers Alternate Transportation that, at the time the arrangement is made, is planned to arrive at the passenger's destination or first Stopover more than one hour but less than two hours after the planned arrival time of the passenger's original flight. If Silver Airways offers Alternate Transportation that, at the time the arrangement is made, is planned to arrive at the passenger's destination or first Stopover more than two hours after the planned arrival time of the passenger's original flight, Silver Airways shall pay compensation to passengers denied boarding involuntarily from an Oversold Flight at the rate of 400% of the fare to the passenger's first Stopover or, if none, destination with a maximum of \$1,550.00 USD.
- 2) For passengers traveling from the United States to a foreign point, subject to the exceptions in section c) below, Silver Airways shall pay compensation to passengers denied boarding involuntarily from an Oversold Flight originating at a U.S. airport at the rate of 200% of the fare to the passenger's first Stopover or, if none, destination, with a maximum of \$775.00 USD if Silver Airways offers Alternate Transportation that, at the time the arrangement is made, is planned to arrive at the passenger's destination or first Stopover more than one hour but less than four hours after the planned arrival time of the passenger's original flight. If Silver Airways offers Alternate Transportation that, at the time the arrangement is made, is planned to arrive at the passenger's destination or first Stopover more than four hours after the planned arrival time of the passenger's original flight, Silver Airways shall pay compensation to passengers denied boarding involuntarily from an Oversold Flight at the rate of 400% of the fare to the passenger's first Stopover or, if none, destination with a maximum of \$1550.00 USD.
- 3) For purposes of calculating the compensation due under Rule 245 F) in the case of a Zero Fare Ticket, the fare will be determined by the value of the lowest cash, check, or credit card payment charged for a ticket in the same class of service on the flight on which the passenger intended to travel.
- 4) EXCEPTIONS: A passenger denied boarding involuntarily from an Oversold Flight shall not be eligible for denied boarding compensation if:
 - i) The flight is cancelled;
 - ii) The passenger holding a ticket for confirmed reserved space does not comply fully with the requirements in this Contract of Carriage regarding ticketing, check-in, reconfirmation procedures, and acceptance for transportation;
 - iii) The flight for which the passenger holds confirmed reserved space is unable to

accommodate the passenger because of substitution of equipment of lesser capacity when required by operational or safety reasons or, on an aircraft with a designed passenger capacity of 60 or fewer seats, the flight for which the passenger holds confirmed reserved space is unable to accommodate that passenger due to weight/balance restrictions when required by operational or safety reasons;

- iv) The passenger is offered accommodations or is seated in a section of the aircraft other than that specified on his/her ticket at no extra charge. Provided, if a passenger is seated in a section for which a lower fare applies, the passenger will be entitled to a refund applicable to the difference in fares;
- v) The passenger is accommodated on Alternate Transportation at no extra cost, which at the time such arrangements are made, is planned to arrive at the airport of the passenger's next Stopover, (if any), or at the destination, not later than 60 minutes after the planned arrival time of the flight on which the passenger held confirmed reserved space;
- vi) The passenger is an employee of Silver Airways or of another Carrier or other person traveling without a confirmed reserved space; or
- vii) The passenger does not present him/herself at the loading gate for boarding at least 15 minutes prior to scheduled domestic departures, and 30 minutes prior to scheduled international departures. See Rule 135 for additional information regarding boarding cut-off times.

5) Form and Timing of Payment:

- i) Compensation in the form of check, except for travel from Canada, will be made by Silver Airways on the day and at the place where the failure to provide confirmed reserved space occurs, and if accepted by the passenger, the passenger will provide a signed receipt to Silver Airways. However, when Silver Airways has arranged, for the passenger's convenience, Alternate Transportation that departs before the compensation to the passenger under this provision can be prepared and given to the passenger, the compensation shall be sent by mail or other means to the passenger within 24 hours thereafter.
 - ii) Silver Airways may offer free or reduced rate air transportation in lieu of a check payment due under this Rule, if the value of the transportation credit offered is equal to or greater than the monetary compensation otherwise due and Silver Airways informs the passenger of the amount and that the passenger may decline the transportation benefit and receive the monetary compensation.
- 6) If Silver Airways' offer of compensation pursuant to the above provisions is accepted by the passenger, such payment will constitute full compensation for all actual or anticipatory damages incurred or to be incurred by the passenger as a result of Silver Airways' failure to provide the passenger with confirmed reserved space. If Silver Airways' offer of compensation pursuant to the above provisions is not accepted, Silver Airways' liability is limited to actual damages proved not to exceed \$1550.00 USD per ticketed passenger as a result of Silver Airways' failure to provide the passenger with confirmed reserved space. Passenger will be responsible for providing documentation of all actual damages claimed. Silver Airways shall not be liable for any punitive, consequential or special damages arising out of or in connection with Silver Airways' failure to provide the passenger with confirmed reserved space.

G) Additional Provision: In addition to the denied boarding compensation specified in this Rule 245,

Silver Airways shall refund all unused ancillary charges for optional services paid by a passenger who is voluntarily or involuntarily denied boarding, provided however that Silver Airways is not required to refund the ancillary charges for services that are provided with respect to the passenger's alternate transportation.

- H) Oversales at Non-U.S. Airports: When, with respect to a nonstop flight Segment originating at a point outside the United States, Silver Airways is unable to provide previously confirmed reserved space due to more passengers holding confirmed reservations and tickets than there are available seats on the flight, Silver Airways will follow applicable local or international laws regulating compensation for oversold flights.

RULE 255 - REROUTING

- A) Applicability: The Carrier will Reroute a passenger at the passenger's request and upon presentation of the ticket or portion thereof held by the passenger in accordance with this Rule 255.

- B) Fare Applicable to Rerouting or Change in Destination:

- 1) The passenger may change the flight/date, Routing and/or the ultimate destination designated on his/her ticket in accordance with Paragraph 2) below, PROVIDED that, after transportation has commenced, a one-way ticket will not be converted into a Round Trip / Circle Trip / Open-Jaw trip ticket.
- 2) Except as otherwise provided in Rule 240 (Flight Delays/Cancellations), the fare and charges applicable when change in flight/date, rerouting, or change in ultimate destination is made at the passenger's request at an office of the Carrier before arrival at the ultimate destination named on the original ticket, will be the fare and charges that would have been applicable had the original ticket designated the Routing and/or ultimate destination as revised by the new ticket. Any difference between the fare and charges so applicable and the fare and charges applicable to the original ticket issued to the passenger will be collected from or refunded to the passenger, as the case may be.

EXCEPTION 1: The applicable fare and charges will be those in effect on the date the change in flight/date, rerouting or change in ultimate destination is entered on the passenger's ticket.

EXCEPTION 2: When rerouting round-trip promotional fares, passengers may change their itinerary, but may not change fare basis/fare class codes as indicated on the original tickets.

- C) Carriers in Default/Insolvency: Notwithstanding the provisions of this rule, the Carrier will not accept for any purposes under this rule, passenger tickets or related transportation documents issued by any Carrier which is in substantial default of its Interline obligations or which voluntarily or involuntarily has become the subject of bankruptcy proceedings ("the defaulting Carrier") EXCEPTION: Notwithstanding the provisions of this paragraph, tickets issued by the defaulting Carrier will be reissued/Rerouted only between the points named on the original ticket which were served by another Carrier, solely for transportation via the other Carrier, provided such tickets were issued by such defaulting Carrier in its capacity as agent for the Carrier and specified transportation via the Carrier. When tickets are accepted, no adjustments in fare will be made which would require the other Carrier to refund money to the passenger.

RULE 260 - INVOLUNTARY REFUNDS

- A) The amount the Carrier will refund upon surrender of the unused portion of the passenger's ticket

according to Rules 35 (Refusal to Transport), 50 (Acceptance of Children) and 240 (Flight Delays/Cancellations), will be:

- 1) If no portion of the ticket has been used, an amount equal to the fare and charges paid by the passenger.
- 2) If a portion of the ticket has been used, the refund will be an amount equal to the lowest applicable direct one-way fare (or, on round/Circle Trip/Open-Jaw trip tickets to which a discount applies, 50% of the round-trip fare) for the classes of service paid for less the same rate of discount that was applied in computing the original fare and charges applicable from the point of termination to the destination named on the ticket, or to the point at which air transportation is to be resumed via:
 - a) The Routing specified on the ticket, if the point of termination was on the Routing of the ticket, or
 - b) The Routing of any Carrier(s) operating direct service between such points, if the point of termination was not on the Routing specified on the ticket.

The Carrier assumes no obligation to refund any portion(s) of a partially used ticket which does not reflect a confirmed reservation on the Carrier's flight involved in a scheduled irregularity unless such ticket was issued by the Carrier.

- B) The refund will be made in accordance with paragraph A) above and paragraph C) below, provided application therefore has been made not later than 6 months after the expiration date of the ticket.
- C) Silver Airways will issue refunds for eligible tickets under this Rule 260 within 7 business Days for credit card purchases and 20 business Ds for purchases made with cash, check, or other forms of payment.
- D) Notwithstanding the provisions of this rule, Silver Airways will not accept for any purposes under this rule, passenger tickets or related transportation documents issued by any Carrier which is in substantial default of its Interline obligations, or which voluntarily or involuntarily has become the subject of bankruptcy proceedings.

RULE 270 - VOLUNTARY REFUNDS

- A) Refundable Tickets – If the ticket was purchased at a fare that is fully refundable in whole or part, Silver Airways will issue a refund of the refundable portion of the ticket upon request. Any unused portion of the ticket must be surrendered at the time of the refund request. The amount of the refund will be calculated as follows:
 - 1) If no portion of the ticket has been used, in accordance with these rules, the refund will be an amount equal to the total fare and charges paid.
 - 2) If a portion of the ticket has been used, in accordance with these rules, the refund will be an amount equal to the positive difference if any, between the fare and charges applicable to the ticket issued to the passenger, and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket.
 - 3) Refund will be made, provided request for such refund has been made not later than the expiration date of the ticket.
 - 4) Silver Airways assumes no obligation to issue a voluntary refund unless such ticket was on Silver Airways Ticket Stock. The term “Silver Airways ticket stock” means tickets printed

or imprinted with the Silver Airways Carrier code (449) as part of the ticket serial number.

- 5) Any applicable administrative service charge or cancellation charge included as part of the published fare rule for the ticket in question will be deducted from the amount to be refunded under paragraphs 1) and 2) above.
 - 6) Silver Airways will issue refunds for eligible tickets within 7 business Days for credit card purchases and 20 business Days for purchases made with cash, check, or other forms of payment.
- B) Person to Whom Refund is Made: Except as provided below, the Carrier will refund in accordance with this rule to the person named as the passenger on the ticket. EXCEPTIONS:
- 1) In exchange for a Prepaid Ticket Advice and/or Miscellaneous Charge Order to the purchaser of the Prepaid Ticket Advice and/or Miscellaneous Charge Order.
 - 2) Under a Universal Air Travel Plan to the subscriber against whose account the ticket was charged. Against a Transportation Request, issued by a government agency, other than a U.S. Government Agency to the government agency which issued the Transportation Request.
 - 3) Against a U.S. Government Transport Request to the U.S. Government Agency which issued the U.S. Government Transport Request with a check payable to the “United States Treasury.”
 - 4) Tickets for transportation issued against a credit card, to the account of the person to whom such credit card has been issued.
 - 5) If at the time of purchase, the purchaser designates on the ticket another person to whom the refund will be made, the refund will be made to the person so designated. A refund made in accordance with this procedure to a person representing him/herself as the person so designated in the ticket or exchange order shall be deemed a valid refund, and the Carrier will not be liable to the true passenger for another refund.
 - 6) If, at the time of application for refund, evidence is submitted that a company purchased the ticket on behalf of its employee, or the travel agent has made refund to its client, such refund will be made directly to the employee’s company or the travel agent.
- C) Nonrefundable Tickets: Silver Airways will not refund any portion of a fare that is nonrefundable, and Silver Airways will not refund any taxes or charges collected upon nonrefundable tickets, except where required by applicable law. Notwithstanding the foregoing:
- 1) Silver Airways may allow a portion of the non-refundable fare paid for an unused and unexpired non-refundable Silver Airways ticket to be applied towards the purchase of future travel on Silver Airways, provided it is done in accordance with the applicable fare rule in place at the time of such request.
 - 2) Change policy rule and other administrative charges may apply. Any portion not so applied will not be refunded in any form.
- D) Risk-Free Cancellation: Regardless of the fare rules applicable to the ticket and notwithstanding Rule 270 C), passengers may cancel their reservation and receive a full refund within 24 hours of making a reservation if such reservation was made one week or more prior to a flight's departure.
- E) Lost or Stolen Tickets: Silver Airways will issue refunds on lost, paper tickets only if a claim for refund is received by Silver Airways no later than one month after the expiration date of the ticket. A service charge for handling a request for refund of a lost ticket/exchange order will apply, and Silver Airways will require a claimant to agree, in such form as may be reasonably prescribed by Silver Airways, to indemnify Silver Airways for any loss or damage which Silver Airways may sustain by

reason of the use of the lost ticket. The amount of the refund shall be calculated as follows:

- 1) If no portion of the ticket has been used, Silver Airways will refund the fare and charges paid, less any applicable service charges.
 - 2) If a portion of the lost ticket has been used, Silver Airways will provide a refund as follows:
 - a) If the passenger has purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket, the refund will be an amount equal to the fare and charges paid for such new ticket.
 - b) If the passenger has not purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket; the refund will be an amount equal to the difference between the fare and charges paid, and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket.
 - 3) The refund will be made upon receiving application for such refund. EXCEPTION 1: Processing of the application may take up to 120 Days, due to the time required for Silver Airways to research the ticket. EXCEPTION 2: The refund will be made only on the condition that the lost ticket or lost portion thereof has not previously been honored for transportation or refunded to any person.
- F) Personnel on Emergency Leave: When military passengers on emergency leave, as defined in Rule 4840, purchase a ticket at other than Military Reservation or Military Standby fares due to the non-availability of DD Form 1580 at the time of ticket purchase, the issuing Carrier will, upon subsequent presentation of a properly executed DD Form 1580 authorizing emergency leave, the passenger coupon of the ticket originally issued, and application for refund, make a refund of the difference between the amount of the original ticket and the amount that would have been collected had the passenger presented a properly executed DD Form 1580.
- G) Overcharge Refunds: Refund claims for overcharges must be submitted to Silver Airways in writing within 45 Days after the operation of the flight Segment to which such overcharge claim relates, after which time no claim or legal action based on such overcharge can be maintained.
- H) Other Conditions: Notwithstanding the provisions of this Rule 270, Silver Airways will not accept passenger tickets or related transportation documents issued by any Carrier which is in substantial default of its Interline obligations, or which voluntarily or involuntarily has become the subject of bankruptcy proceedings.

RULE 275 - FOREIGN CURRENCY REFUNDS

Silver Airways reserves the right to refuse to make any refund authorized by this tariff in a currency other than that used in the purchase of the ticket to be refunded or at a place other than that at which payment for such ticket was made.