



**GENERAL CONDITIONS OF CARRIAGE FOR
PASSENGERS AND LUGGAGE
(NOVEMBER 2016)**

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ARTICLE I : DEFINITIONS

Agreed Stopping Places

Those places, except the place of departure and the final destination, specified on the ticket or in carrier's timetables as stopping places on the ticket.

Air carriage

the carriage of passengers, baggage, cargo or mail, performed by an aircraft on the basis of the corresponding air carriage contract. Carriage can be international and domestic. International carriage is the one in which the place of departure and place of destination, whether or not there be a break in the carriage or a transshipment, are situated either on the territory of two separate countries, or on the territory of one country, if an agreed stopping place is envisaged within the territory of another country. Domestic carriage refers to transportation of passengers and/or baggage by aircrafts between places located on the territory of the same State.

Air carrier

means the Carrier providing services of carriage of a Passenger and their Baggage by an aircraft, as defined by the applicable Convention.

Air Transport

A form of travel in vehicles that can sustain flight, it concerns all actions after boarding till landing, according to article 17 of the Convention.

Airline Designator Code

The two or three characters or letters issued by IATA used to identify an airline and its flight. SkyTaxi designator code is IGA or TE.

Authorized Agent

A sales agent authorized by the carrier to sell SkyTaxi services.

Baggage

Personal belongings including assistive devices that the passenger brings with them on their journey. Unless expressly stated to the contrary, this includes both Checked Baggage and Hand Baggage.

Baggage Check

Part of the Baggage Identification Tag that Passenger is given as the receipt for Checked Baggage.

Baggage Tag

means a document issued by Carrier solely for identification of checked baggage, the baggage (strap) tag portion of which is attached by Carrier to a particular article of checked baggage and the baggage (identification) tag portion of which is given to the passenger.

Checked Baggage

All Baggage for which the carrier has taken responsibility for, and for which, in that connection, carrier has issued a Baggage Check.

Carrier or Operating Carrier

means an air carrier other than SkyTaxi, whose Airline Designator Code appears on Passenger Ticket or on a Conjunction Ticket.

Call Centre

a service provided to the Passenger by telephone. The telephone number of the Call Centre is specified on the Carrier's Website.

Conditions of Contract

means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference these Conditions of Carriage and notices.

Convention

means whichever of the following legal foundations is/are applicable:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on October 12, 1929;
- the Warsaw Convention as amended at The Hague on September 28, 1955;
- the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
- the Guadalajara Supplementary Convention (1961)

- the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal on 28 May 1999 (hereinafter referred to as the Montreal Convention).

Conjunction Ticket

means a Ticket issued to you with relation to another Ticket which together constitute a single contract of carriage, provided they were purchased in one booking process at one price.

Coupon

A document which contains passenger name and exact flight.

Damage

Includes death, personal injury, loss, partial loss, theft or other damage arising out of, or in connection with, air carriage.

Days

mean calendar days, including all seven days of the week: provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced shall not be counted.

Domestic flight

Flight operated between two cities in the same country.

Electronic Coupon

An electronic flight coupon for an Electronic Ticket held in computer database, which displays the passenger name, the places of departure and destination, which passenger is entitled to be carried.

Electronic Ticket

A ticket issued electronically comprising of Electronic Coupons.

Flight Coupon

means that portion of the Ticket that bears the notation "good for passage", or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.

International flight

Flight operated between departure and arrival points in different countries.

"IATA" or "International Air Transport Association"

means the International Air Transport Association, created in April 1945 in Montreal, the purpose of which is to encourage the development of safe, regular and economical air carriage and to promote air services and study the problems related thereto.

Itinerary Receipt

means a travel document or documents we issue to Passengers travelling on Electronic Tickets that contains the Passenger's name, flight information and further notices relevant for the journey. This document is to be retained by the passenger and to be carried during the whole journey.

Passenger

means any person, except members of the crew, carried or to be carried in an aircraft with our consent.

SDR

Special Drawing Right as defined by the International Monetary Fund.

Passenger-Coupon

Specifies a part of coupon issued or on behalf of carrier that must be carried by passenger.

Passenger having right to compensation

Defines Passenger or every person who can demand a compensation on behalf of traveling with air carrier, according to convention (check *Convention*).

Passenger with reduced mobility (PRM) or a disabled person:

a passenger whose mobility when using transport is reduced due to any physical (sensory or locomotors, permanent or temporary) or intellectual disability, or any other cause, or age, and whose condition requires appropriate attention and the adaptation to his or her particular needs of the service made available to all passengers.

Stopovers

Specifies stops, except destination and arrival points indicated on ticket or mentioned on air carrier schedule as expected stops on travel itinerary.

Tariff

means the published fares, charges and/or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities.

Ticket

A valid document which entitles passenger to travel on SkyTaxi flights, being either an Electronic Ticket or another document issued by the carrier after the Booking is confirmed and before boarding, including a Baggage Check.

Transport

Defines air transport of passengers or baggage for free or payable which is defined by convention (check *Convention*).

Unchecked Baggage

All Baggage and personal items, or other articles (not included in Checked Baggage) for which passenger has taken responsibility for and which passenger uses on flight.

ARTICLE II. APPLICABILITY

1. General Conditions

- a) Except as provided in paragraphs 2, 3, and 4 of this Article, these Conditions of Carriage apply only on those flights or flight segments where name of SkyTaxi or SkyTaxi designator code (TE or IGA) is indicated in the carrier box of the ticket for that flight or flight segment.
- b) These Conditions of Carriage also apply to gratuitous carriage unless otherwise agreed.
- c) These Conditions have been developed in accordance with the Rules of Air Carriage of Passengers and Baggage of Convention and Inter-company agreement of International Air Transport Association (IATA), defined in article I.

2. Overriding Law

These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or

applicable law in which event such Tariffs or laws shall prevail.

If any provision of these Conditions of Carriage is invalid under applicable law, the other provisions shall nevertheless remain valid.

3. Code Shares

- a) On some services SkyTaxi has arrangements with other carriers known as "Code Shares". This means that even if Passenger has a reservation with SkyTaxi and hold a ticket where our name or airline designator code (IGA) is indicated as the carrier, another carrier may operate the aircraft. In the event of a Code Share, SkyTaxi will advise you of the Carrier operating the aircraft at the time passenger makes the reservation.
- b) For Code Share services on flights operated by another carrier, these Conditions of Carriage shall apply to such transportation. However, Code Share partners may have rules with respect to the operation of its own flights, which may differ from SkyTaxi rules for flights operated by SkyTaxi. Those rules are incorporated herein by reference and form a part of these Conditions of Carriage.

4. Conditions prevail over regulations

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and other regulations SkyTaxi may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

5. Charters

If carriage is performed pursuant to charter agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise, in the charter agreement or the Ticket.

ARTICLE III: PERSONAL DATA

1. Passengers shall provide the Carrier, or its Authorized agency, with their personal data for the purpose of making a Reservation, obtaining complementary services, facilitating immigration formalities and entering the territory of a State. This personal information given to the Carrier within the framework of concluding and implementing the Contract of Carriage may form the subject of data processing. This information is gathered and processed pursuant to modified French law no. 78-17 of 6th January 1978 relating to data protection.

2. Information provided by the Passenger is primarily used for the purposes of Reservation and purchase of their ticket, provision of specific services associated with the carriage service, canvassing, retention, guidance and commercial information, and performance of statistical studies. It may also be used for the purpose of facilitating the completion of administrative formalities relating to immigration and entering a territory, preventing non-payment and combating fraud, as well as guaranteeing the security and safety of flights.
3. Pursuant to the Polish Law on data protection, the Passenger has the right to access correct, remove or object to data relating to them. These rights can be exercised by sending a letter to the following address: SKY TAXI – Box 50 – 54-520 Wrocław 50 – POLAND. Providing of certain specific ancillary services may be exercised online.

ARTICLE IV: TICKETS

1. Necessity to hold the ticket

- a) SkyTaxi will provide carriage only to the Passenger named on the Ticket and only on presentation of a valid Ticket
- b) A Ticket may not be transferred, subject to the applicable regulations in force, in particular relating to package holidays. If a person other than the person who is to travel presents a Ticket for carriage or refund purposes, the Carrier shall not assume any liability if, while acting in good faith, it carries or refunds the person who presents the Ticket.
- c) As the Ticket is subject to mandatory formal conditions, the Ticket shall at all times remain the property of the issuing Carrier.
- d) With the exception of Electronic Tickets, Passengers may only be carried if they are able to present a valid Ticket that contains the corresponding Coupon for the flight in question and all other unused Coupons, as well as the Passenger Coupon. Moreover, a Ticket that is damaged or has been modified by a person other than the Carrier or one of its Authorized Agents shall not be valid for carriage. For Electronic Tickets, Passengers must provide proof of identity and shall only be carried on a flight if a valid Electronic Ticket has been issued in their name.
- e) In the event of the loss of or damage to all or part of the Ticket or non-presentation of a Ticket containing the Passenger Coupon and all the unused Flight Coupons, the Carrier

shall replace all or part of said Ticket on the request of the Passenger. This replacement will be in the form of a newly-issued Ticket, provided that when the request is made, the Carrier has proof that a valid Ticket was issued for the flight(s) in question. The Carrier that reissues the Ticket shall charge the Passenger Administration Fees for reissuing their Ticket, unless the loss or damage has been caused by the Carrier or its Authorized Agent. If the proof mentioned above is not provided by the Passenger, the Carrier reissuing the Ticket may require the Passenger to pay the Gross Fare for the replacement Ticket. This payment will be refunded when the Carrier has proof that the lost or damaged Ticket was not used during its validity period or, if, during said same period, the Passenger finds the original Ticket and submits it to the Carrier.

- f) If a Passenger benefits from a fare reduction or a Fare that is subject to specific conditions, the Passenger must be able, at all times during their journey, to provide the Carrier's officials or agents with appropriate supporting documents justifying the granting of this specific Fare, and to prove the validity thereof.

2. Validity period

- a) Unless otherwise provided for on the Ticket or in these General Conditions of Carriage, and except for Fares that affect the validity period of a Ticket, as stated to the Passenger when buying the Ticket or on the Ticket itself, a Ticket is valid for carriage:
- for one year, as from the date of issue thereof, or
 - for one year, as from the date of use of the first Coupon, if such use occurs within one year of the date on which the Ticket is issued.
- b) If a Passenger in possession of a valid Ticket is unable to travel during the validity period of their Ticket because, when the Passenger requests a Reservation on a flight, the Carrier is not in a position to confirm the Reservation requested by the Passenger:
- either the validity of said Ticket shall be extended,
 - or the Gross Fare for the Ticket will be refunded, under the conditions provided for in Article X below, even in the event that the Ticket is nonrefundable,
 - or the Passenger will accept a corresponding fare readjustment
- c) If, after having started their journey, a Passenger is prevented, for health reasons, from continuing their journey during the validity period of the Ticket, the Carrier may extend the validity of the Ticket until the date on which the Passenger is once again in a position to travel or until the date of the first available flight, upon presentation of an appropriate medical certificate stating the health reasons that prevented the Passenger from

continuing their journey and provided these health reasons were not known when the Reservation was made.

Said extension shall only start at the point at which the journey was interrupted and shall be valid for carriage in the class of the Fare initially paid. If the unused Flight Coupons contain one or more agreed stopping places, the validity of the Ticket may be extended by three months at the most, from the date shown on the medical certificate submitted. In the same way, SkyTaxi may, on request, extend the validity of Tickets for immediate family members accompanying the Passenger, subject to compliance with the conditions of proof specified above.

- d) In the event of the death of a Passenger during a journey, the Tickets of the persons who are accompanying the deceased Passenger may be changed, either by waiving any minimum stay requirements or by extending the validity period of said Tickets.

In the event of the death of an immediate family member of a Passenger whose journey has started, the validity of their Tickets and of those of the members of their immediate family travelling with them may be changed in the same way.

Any change mentioned above may only be made after receipt of a valid death certificate. The extension mentioned above shall only start at the point at which the journey was interrupted and shall be valid for carriage in the class of the Gross Fare paid. Any extension may not exceed forty-five (45) days from the date of death.

3. Flight Coupon Order of Use

- a) The Fare applied on the Ticket issue date is only valid for a Ticket used fully and in the sequential order of Flight Coupons, for the specified journey and on the specified dates.

The Gross Fare established on the basis of the details, flight dates and routes mentioned on the Ticket corresponds to a departure point and an arrival point, via any Stopover scheduled when the Ticket was purchased, and forms an integral part of the Contract of Carriage. The ticket loses its validity if Coupons are not used in another order than required

- b) Every Coupon is valid for transport in specified class, for the specified journey and on the specified dates.

Each Ticket Flight Coupon shall be valid for carriage in the class specified on the Ticket on the date and for the flight that corresponds to the Reservation made. If a Coupon is originally issued without reference to a Reservation, a Reservation may be made subsequently, in accordance with the fares in force and within the limit of the seats available on the flight requested.

- c) If the Passenger does not use all their Flight Coupons and prematurely interrupts their journey, the Passenger may be required to pay a fixed amount, specified by the Carrier when the Reservation was made.

4. Identification of the Carrier

Carrier's name may be abbreviated to Airline Designator Code, or otherwise, in the Ticket. Carrier's address shall be deemed to be the airport of departure shown opposite the first abbreviation of carrier's name in the "carrier" box in the Ticket.

ARTICLE V: FARES, TAXES, FEES AND CHARGES

1. Fares

Except as otherwise provided for, Fares for Tickets apply solely to carriage from the airport at the point of departure to the airport at the point of arrival. Fares do not include ground carriage between airports or between airports and town terminals. The Fare shall be calculated in accordance with the Fares in force on the Ticket Reservation date, for a journey scheduled on the dates and for the itinerary shown on said Ticket. Any change in itinerary or journey date may have an impact on the applicable Fare.

2. Applicable Fares

The applicable Fares (except paragraph 4) are those published by the Carrier or calculated thereby, in accordance with the fare regulations in force for the stated flight(s) from the departure point to the arrival point, for a given class of carriage, on the Ticket Reservation date. Any other change made by Passenger on the reservation will cause additional costs of journey.

3. Itinerary

Except contrary dispositions in Carrier's General Conditions that Passenger has an access, fares may be applied only on corresponding itinerary.

If there exists few itineraries that the same fares are applied for, Passenger may choose itinerary, before emission of the ticket.

4. Fares and taxes

All fees, taxes or charges imposed by governments, by any other authorities or by the airport operator shall be paid by the Passenger. When making a Reservation for their Ticket, Passengers will be informed of said fees, taxes or charges, which will be charged in addition to the Net Fare and will be shown separately on the Ticket. These fees, taxes and charges may be created or increased by a government, another authority or an airport operator after the Ticket Reservation date. In this case, the Passenger must pay the corresponding amount. Conversely, if the fees, taxes and charges are reduced or abolished, the Passenger may be refunded for the reduced or abolished amounts.

5. Currency

All fares and taxes are paid in all currencies accepted by SkyTaxi, the exchange rate for such payment will be determined by the carrier at the moment of ticket emission.

ARTICLE VI: RESERVATIONS

1. Reservation requirements

- a) Reservations will only be confirmed when they are recorded in the Carrier's computerized reservation system. On the request of the Passenger, the Carrier shall provide a Reservation confirmation.
- b) Certain Fares may be subject to conditions that limit or exclude the possibility of modifying or cancelling Reservations.

2. Ticketing Time Limit

If Passenger have not paid for the Ticket prior to specified ticketing time limit, as advised by carrier or the travel agency which issued the Ticket, SkyTaxi may cancel reservation.

3. Personal Data

Passenger recognizes that personal data has been given to SkyTaxi for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with travel. For these purposes, Passenger authorizes SkyTaxi to retain and use such data and to transmit it to the offices, the travel agency which issued the Ticket, government agencies, other Carriers or the providers of the above-mentioned services.

4. Seat Allocation

The Carrier does not operate Seat Allocation on their flights.

5. Cancellation of Reservation and Service Charge when Space not Occupied

To all the reservations, except reservations made for journeys that fares are not refunded, reasonable amount of application fee might be charged in case of absence of Passenger during flight.

6. Reconfirmation of Reservation

In general, SkyTaxi does not require passenger to reconfirm the reservation, but this service might be required for return flights or on warded flights.

Passenger should check the reconfirmation requirements of any other Carriers involved in the journey. Where it is required, Passenger must reconfirm with the Carrier whose Airline Designator Code appears for the flight in question in the Ticket.

7. Cancellation of Onward Reservation and Service Charge when Space not Occupied

If Passenger does not use any reservation, reservations made to continue the journey might be cancelled by carrier.

ARTICLE VII: CHECK-IN AND BOARDING

1. General conditions

- a) Check-In Deadlines (CID) vary from one airport to another. Passengers must imperatively comply with Check-In Deadlines, in order to facilitate their journey and avoid their Reservations being cancelled. The Carrier or its Authorized Agent shall provide Passengers with all requisite information on the Check-In Deadline for their first flight with the Carrier. If the Passenger's journey includes subsequent flights, it is the Passenger's responsibility to check that they are in possession of all the information relating to Check-In Deadlines for these flights.
- b) Passengers must arrive sufficiently early before the flight, in order to be able to carry out all the necessary formalities for their journey; in any event, they must comply with the Check-In Deadline. Should the Passenger fail to do so or should the Passenger not present all the documents allowing them to be checked-in and therefore be unable to

travel, the Carrier may cancel the Passenger's Reservation, without any liability towards the Passenger.

- c) Passengers must be present at the boarding gate prior to the boarding time specified at check-in. The Carrier may cancel a Passenger's Reservation if the Passenger is not present at the boarding gate at the latest by the boarding time specified to the Passenger, without any liability to the Passenger.
- d) The Carrier may not be held liable in any way, in particular for any loss, damage or disbursement, if a Passenger has not complied with the conditions of this article.

ARTICLE VIII: REFUSAL AND LIMITATION OF CARRIAGE

1. Right to refuse transport

At any boarding and/or connection point, the Carrier may refuse to transport a Passenger and their Baggage, if one or more of the following cases has occurred or is likely to occur

- a) The Passenger has not complied with the applicable regulations;
- b) The carriage of the Passenger and/or of their Baggage may endanger security, health, hygiene or good order on board the aircraft;
- c) The Passenger's physical or mental state, including any condition caused by the consumption of alcohol or the use of drugs or medication, could present a hazard or risk to themselves, other Passengers, the crew or property;
- d) Passenger needs a special assistance that was not reported earlier to the carrier;
- e) Passenger has committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;
- f) Passenger has refused to submit to a security check;
- g) Passenger has not paid the applicable fare, taxes, fees or charges;
- h) Passenger does not appear to have valid travel documents, may seek to enter a country through which Passenger may transit, or for which Passenger does not have valid travel documents, destroy travel documents during the flight or refuse to surrender travel documents to the flight crew, against receipt, when so requested;
- i) The Ticket presented by the Passenger:
 - was acquired fraudulently or purchased from an organization other than the Carrier or its Authorized Agent,

- has been reported as a stolen or lost document,
- has been forged or counterfeited,
- has a Flight Coupon that has been damaged or modified by someone other than the Carrier or its Authorized Agent.

In these cases, Carrier reserves the right to keep the ticket.

- j) The Passenger is not in a position to prove that they are the person referred to in the "Passenger name" box on the Ticket;
- k) Passenger has not used the coupon in the right order.
- l) Passenger has already committed more than one of described cases.

2. Special Assistance

- a) Acceptance for carriage of incapacitated persons, unaccompanied children, pregnant women persons with illness or requiring special assistance has to be registered with SkyTaxi in advance.

Passengers with disabilities who have advised Carrier of any special requirements they may have at the time of ticketing, and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements.

- b) PREGNANCY. Between 22nd and 35th week of pregnancy, it is necessary to bring medical certificate which confirms that there is no contradiction to travel by plane. This document must enclose expected due date. Beyond 36th week of pregnancy it is impossible to travel by plane.
- c) If a Passenger requires a special meal, they must enquire as to the availability thereof when making the Reservation (or changing a Reservation) or within the time limits published by the Carrier. Otherwise, the Carrier cannot guarantee the presence of said special meal on board the flight in question.

Particular Conditions in Paragraph 2 do not make a part of Transport Contract and must be considered as Agreement for other services described in Article XII.

Furthermore, if Passenger demands a special assistance during Check-in, Carrier is not responsible for Passenger's satisfaction and also has a right to refuse boarding of this Passenger.

ARTICLE IX: BAGGAGE

1. Free Baggage Allowances

You may carry some Baggage, free of charge, subject to our conditions and limitations, which are mentioned in the Ticket or are available upon request from us or the travel agency which issued the Ticket.

The weight of each piece of baggage may not exceed 12 kilograms unless two Passengers travels on one reservation, in that case, Passengers can cumulate the weight of their baggage but it cannot exceed 24kg.

2. Excess Baggage

Excess Baggage fees are subject to the operating carrier's terms and conditions. If the weight of baggage exceeds the required, Passenger will be charged 10€ per kilogram.

These rates are available from SkyTaxi or the travel agency which issued the Ticket upon request.

3. Items unacceptable as Baggage

Passenger must not include in Baggage:

- a) Any items which does not constitute to the definitions in Article I of these Conditions;
- b) Any items for which carriage is prohibited or restricted by the applicable regulations and the law in force in any departure, arrival or transit State or State over which the aircraft flies;
- c) Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the ICAO or IATA Dangerous Goods Regulations which are available from SkyTaxi or the travel agency which issued the Ticket by request. In case of any doubts, Passenger can send an email to Air Carrier or contact Airport Handling Service.
- d) Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to;
- e) Items of which the weight, dimensions, configuration or nature make them unsuitable for carriage, in particular in light of the type of aircraft used. Information on these items will be provided to Passengers, on request.
- f) Live animals, with the exception of pets, subject to compliance with the conditions specified in Paragraph 10
- g) Any fragile or perishable item, money, currencies, works of art, jewelry, precious metals, silverware, valuable securities or other valuable, expensive clothes, optical or photographic appliances, computers, electronic or telecommunications equipment or

- appliances, cell phones, music instruments, passports or other identity documents, business documents, manuscripts or deeds, whether individualized or fungible, etc.,
- h) Firearms and ammunition other than those intended for hunting or sport which, in order to be accepted as Checked Baggage, must be unloaded and suitably packed and have the safety catch on. The carriage of ammunition is subject to the ICAO and IATA Dangerous Goods Regulations, as stated in paragraph (b) above.
 - i) SkyTaxi is not liable for any items referred to in paragraph (a) to (h) if these, despite being prohibited, are deliberately included in your baggage.

4. For your safety, some items are strictly prohibited on board. These items will be confiscated at baggage control. If Passenger has any doubts concerning carrying prohibited baggage, Passenger contacts:

- SkyTaxi Customer Service: sales@skytaxi.aero
- Handling agent on departure airport

5. General Conditions of carriage of Samsung Galaxy Note 7

All users of Samsung Galaxy Note 7, are obliged to:

- not use or charge this device on board
- not carry this cellphone in registered luggage
- inform cabin crew when the device is damaged, hot, produces smoke, is lost or falls into the seat structure

6. Items prohibited in all baggage

- Matches, lighters and lighter fluid
- Ink cartridges
- Electrolyte batteries
- Lithium batteries with a power rating above 160 Wh
- Segways and electric unicycles (even with batteries removed), as well as related electric vehicles (hoverboards, skateboards, scooters, etc.)
- Fireworks, firecrackers, sparklers, signal flares, cap or toy guns, firelighters and tear gas
- Camp stoves, gas canisters and scuba oxygen tanks
- Paints, varnishes and lacquers
- Toxic, infectious and radioactive materials
- Chemical products, fertilizers, weed killers, pesticides and insecticides
- Paint removers, bleach and chlorine

- Inflammable liquids such as fuel, thinners, solvents and acetones
- Mercury thermometers and barometers

7. Items prohibited in hand baggage

- Blades and any sharp, blunt, metallic or non-metallic items that may be used as weapons (for example: nail scissors, razor blades, etc.)
- Firearms
- Hunting and sport weapon cartridges and ammunition
- Perfume bottles exceeding 100 ml / 3.4 fl. oz
- Cosmetic aerosol containers exceeding 100 ml / 3.4 fl. oz

8. Items prohibited in checked baggage

- Underwater diving flashlights (without battery and/or bulb)
- E-cigarettes and spare batteries for their use

9. Right to Refuse to Carry Baggage

- a) The Carrier may, for security and/or safety reasons, refuse to carry or continue to carry a Passenger's Baggage if it contains the items listed in Paragraph 3. above. The Carrier has no obligation to take custody of refused Baggage and/or items.
- b) The Carrier may, in particular for security, safety or hygiene reasons, refuse to carry any item that is incompatible with air carriage because of its dimensions, shape, weight, contents, configuration or nature, or refuse to continue to carry them, should they be discovered during a journey.

10. Right of Search

For security/safety reasons and/or on the request of the authorities, the Passenger may be asked to undergo a search or a scan of their Baggage (using X-rays or another technique). If a Passenger is not available, their Baggage may be scanned or searched in their absence, with a view to checking, in particular, whether it contains the items referred to in Paragraph 3. above.

If a Passenger refuses to comply with such requests, the Carrier may deny them and their Baggage carriage.

11. Checked Baggage

- a) As soon as Passengers have handed over their Baggage at check-in, under the aforementioned conditions, the Carrier shall take custody thereof and issue Passengers with a Baggage Check, for each item of Checked Baggage.
- b) Carrier may refuse Baggage Carriage if Baggage is not adapted or is in bad condition;
- c) Checked Baggage must have Passenger name or other personal identification affixed to it.
- d) Checked Baggage will, to the extent possible, be carried in the same aircraft as the Passenger unless, for operating or security/safety reasons, the Carrier decides that it will be carried on another flight.

In this case, the Carrier will deliver the Baggage to the Passenger, unless the applicable regulations require the Passenger to be present for a customs inspection.

12. Unchecked Baggage

- a) SkyTaxi may specify maximum dimensions for Baggage and limit its quantity which Passenger may carry on to the aircraft.
- b) Baggage that Passenger carries onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage.
- c) Baggage/items that Passengers do not wish to carry in the hold (such as fragile musical instruments or other items) and that do not comply with the provisions of Article 7 (b) above (excess dimensions and/or weight) may only be accepted for cabin carriage if the Carrier has been duly informed thereof by the Passenger prior to check-in and has granted authorization. In this case, the carriage of said Baggage may be subject to a surcharge, in accordance with the Carrier's fare conditions, which can be obtained from the latter.

13. Special Declaration of Interest

For all Checked Baggage for which the value exceeds the liability limits defined by the Convention in the event of destruction, loss, damage or delay, Passengers may either personally insure all their Baggage prior to the journey or, when handing over the Baggage to the Carrier, make a Special Declaration of Interest limited to a certain amount. In this case, a surcharge must be paid by the Passenger.

The Carrier reserves the rights to refuse Special Declaration of Interest if one part of journey is operated by another Carrier which does not offer this service.

14. Collection and Delivery of Baggage

- a) Passengers must collect their Checked Baggage as soon as it is made available to them at the arrival points or Agreed Stopping Place points. If a Passenger does not collect Baggage within three months from the Baggage being made available to them, the Carrier may dispose of said Baggage, without being liable to the Passenger in any way.
- b) Only the bearer of the Baggage Check is authorized to collect Checked Baggage.
- c) If a person claiming Baggage is not in a position to produce the Baggage Check, the Carrier shall only hand over the Baggage to them on the condition that they establish their rights thereto in a satisfactory manner; On the Carrier's request, the owner must guarantee that Carrier will not be charges in any case of losses or damages caused by collection and Delivery of Baggage.
- d) Acceptance of the Baggage by the bearer of the Baggage Check without any complaint on their part at the time of delivery constitutes a presumption, unless proven to the contrary, that the Baggage was delivered in good condition, in accordance with the Contract of Carriage.

15. Pets

The acceptance of pets (dogs, cats and other animals) for transport is subject to our approval and the following conditions:

- a) The weight of pet (dogs, cats, birds and other pets) does not exceed 6kg (container included). Pets travel in the cabin, placed comfortably in a travel container under your seat during the whole flight. It is necessary to bring actual documentation of all required vaccines and other certificates.
- b) Passengers must be able to provide valid documents relating to their Pets, required by the authorities in the departure, arrival or transit country, including in particular passports, health and vaccination certificates and entry or transit permits.
- c) The Pet and its cage are not included in the Free Baggage Allowance; the Passenger must pay a surcharge, 50€ per flight, the conditions of which are available from the Carrier.
- d) Guide dogs and their cages accompanying Passengers with Reduced Mobility will be carried free of charge, in addition to the Free Baggage Allowance, in accordance with the Carrier's regulations, which are available on request.
- e) Passenger assumes full responsibility for the safety, health, and conduct of animal, and for compliance with all governmental requirements, regulations, or restrictions, including entry/exit permits and required health certificates of the respective countries, states, or

territories.

Passenger shall be liable for all expenses due to your failure to comply with this provision, as well as for any damage your animal causes, and you shall indemnify us against all liability whatsoever, unless caused by the gross negligence or intentional misconduct of SkyTaxi.

Carrier does not take any responsibility for damages, losses, injuries or diseases of transported pets, refuse of enter or transit and any damages caused by animal.

ARTICLE X: SCHEDULES, DELAYS, CANCELLATIONS OF FLIGHTS

1. Schedules

The Carrier will take all steps required to carry the Passenger and their Baggage without delay. In this respect, and with the aim of avoiding cancelling the carriage, the Carrier may be led to offer the Passenger carriage in another aircraft or the possibility of making the journey on another Carrier's flights and/or by any other means of carriage.

The flights and flight Schedules listed in the Schedule Indicators have no contractual value and are solely intended to inform Passengers of the flights offered by the Carrier. Said Schedule Indicators are not definitive and are liable to be changed after their publication date.

It is the Passenger's responsibility to provide the Carrier with their contact details so that they can be contacted in the event of a change in the planned schedules as they appear on the Ticket.

2. Delays and cancellation of Flights

SkyTaxi will take all necessary measures to avoid delay in carrying Passenger and his baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances SkyTaxi may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft. Except as otherwise provided by the Convention, if SkyTaxi cancels a flight, fails to operate a flight reasonably according to the schedule, fails to stop at Passenger's destination or Stopover destination, or causes Passenger to miss a connecting

flight on which Passenger holds a confirmed reservation, SkyTaxi shall, at Passenger's option, either:

- a) carry Passenger at the earliest opportunity on another of SkyTaxi scheduled services on which space is available without additional charge and, where necessary, extend the validity of the Ticket; or
- b) within a reasonable period of time re-route Passenger to the destination shown on the Ticket by SkyTaxi own services or those of another carrier, or by other mutually agreed means and class of transportation without additional charge. If the fare and charges for the revised routing are lower than what Passenger has paid, SkyTaxi shall refund the difference or make a refund.

Upon the occurrence of any of the events mentioned above, except as otherwise provided by the Convention, SkyTaxi should have no further liability to you.

If SkyTaxi is unable to provide previously confirmed space, we shall provide compensation to those Passengers denied boarding in accordance with applicable law and SkyTaxi denied boarding compensation policy.

3. Overbooking

If, due to scheduled overbooking, the Carrier is not in a position to offer a seat to the Passenger, even though the Passenger has a confirmed Reservation, a valid Ticket and has arrived for check-in and boarding in accordance with the required timeframes and conditions, the Carrier shall grant the compensation provided for by the relevant applicable regulations, where applicable.

ARTICLE XI: REFUND

1. General Conditions

The refund of a Ticket, in whole or part, will take place, in accordance with the Ticket's fare conditions and, in all circumstances, with the relevant applicable regulations, in accordance with the conditions:

- a) Except as otherwise provided, SkyTaxi shall be entitled to make a refund either to the person named either in the Ticket or, to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment;

- b) If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicates that there is a restriction on refund, SkyTaxi shall make a refund only to the person who paid for the Ticket, or to that person's order.
- c) In case of loss ticket, if no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;
- d) Refund made to a person presenting of unused Ticket, Coupon or person having the right to refund according to paragraphs (a) and (b) is considered as appropriated refund and Carrier is discharged of all responsibility and any other reclamation.

2. Involuntary Refund

If SkyTaxi cancels a flight, fail to operate a flight reasonably according to schedule, fails to stop at Passenger's destination or Stopover, or cause Passenger to miss a connecting flight which Passengers holds a reservation, the amount of the refund shall be:

- a) if no portion of the Ticket has been used, an amount equal to the fare paid,
- b) if a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.

3. Refund on Lost Ticket

If a Ticket or portion thereof is lost, a refund will be made on proof of loss satisfactory to Carrier and payment of the applicable fee, provided that:

- a) the lost Ticket or portion thereof has not been used or previously refunded or replaced without charging the ticket fare again
- b) the person to whom the refund is made undertakes, in such form as may be prescribed by SkyTaxi, to repay to us the amount refunded in the event of fraud and/or to the extent that the lost Ticket or portion of it is used by a third party. In this case a reasonable service charge will be debited to Passenger.

If a Ticket or portion thereof is lost, a refund will be made in 12 months counting from the date of loss.

4. Right to Refuse Refund

SkyTaxi may refuse refund:

- a) where application is made after the expiry of the validity of the Ticket

- b) SkyTaxi refuses a refund on a Ticket, which has been presented to SkyTaxi, or to Government officials, as evidence of intention to depart from that country, unless you establish to SkyTaxi satisfaction that you have permission to remain in the country or that you will depart from that country by another carrier or another means of transport.
- c) For a ticket for which a holder has not been admitted to by the destination or transit authorities on the scheduled route, and of the passenger was returned to their boarding point, or to any other destination for this reason.
- d) For a stolen, forged or counterfeit Ticket
- e) In another currency that the Ticket has been paid for
- f) For the ticket having mention "Non-Refundable"

5. Currency

All refunds will be subject to government laws, rules and regulations or orders of the country in which the ticket was originally purchased and to the country in which the refund is being made. Subject to the foregoing provision, refunds will be made in the currency in which the fare was paid, but it might be paid in another currency if Carrier accepts that.

If the Carrier agrees to make a refund in a currency that is different from the payment currency, said refund shall be made at an exchange rate and under conditions determined by the Carrier.

6. Persons Authorized to Refund

Refunds shall only be made by the Carrier that originally issued the Ticket or by an Authorized Agent, if so authorized.

ARTICLE XII: CONDUCT ABOARD AIRCRAFT

1. The Carrier reserves the right to assess, in reasonable manner, the behavior of Passengers on board the aircraft, and to estimate according to the circumstances whether said behavior is liable to obstruct, threaten, endanger or not endanger one or more persons, items of property or the aircraft itself. In this connection, Passengers must not hinder the crew from performing their duties and must comply with the crew's instructions and recommendations in order to ensure the security and safety of the aircraft, the smooth running of the flight and the comfort of the Passengers.

If a Passenger fails to comply with the provisions of this article, the Carrier may take all the necessary appropriate and reasonable measures, pursuant to legislative and regulatory provisions. To this end, the Carrier may disembark the Passenger and/or use restraining measures at any stage of the flight.

2. For security reasons, the Carrier may prohibit or limit the use on board the aircraft of electronic devices, such as cellular telephones, laptop computers, portable recorders, portable radios, electronic games or transmitting devices, as well as all radio-controlled games and walkie-talkies, except for hearing aids and pacemakers.

ARTICLE XIII: AGREEMENTS FOR OTHER SERVICES

1. If the Carrier, within the Scope of a Contract of Carriage and subject to the applicable law, agrees to take steps, via third parties, to arrange ancillary services other than carriage by air or if the Carrier issues a Ticket or voucher for carriage or other services (other than air travel), such as, for example, hotel reservations or car hire, in this case the Carrier will only act as an agent and will not be liable toward Passengers except in the event of proven negligence on its part. The carriage or sale conditions that govern the activities of said third parties will be applicable.
2. If the carrier arranges ground carriage services (bus, train, etc.) different liability systems may apply to said ground carriage. The conditions of carriage and the liability systems are available, upon request, from the Carrier or from the Carrier that provides the ground Carriage, as applicable.

ARTICLE XIV: ADMINISTRATIVE FORMALITIES

1. General Provisions

- a) Passengers are required, under their own responsibility, to procure all the specific documents, visas and permits required for their journey and must also comply with the applicable regulations of States (departure, arrival and transit), as well as with the Carrier's instructions.

- b) The Carrier may not be held liable for the consequences suffered by Passengers in the event of failure to comply with the obligations referred to the Article above.

2. Travel Documents

- a) Passengers are required to present entry, exit and transit documents, as well as health and other documents required by the regulations in force in the departure, arrival and transit States. Passengers are moreover required to hand over to the Carrier and/or allow the Carrier to make a copy of said documents, if required, or to record information contained therein
- b) The Carrier reserves the right, in accordance with Article VII, to refuse carriage if a Passenger fails to comply with the applicable regulations or if the Carrier has doubts as to the validity of the documents presented

3. Documents required during travel:

PASSENGERS (18+) OF FRENCH NATIONALITY:

- Valid Identity card or;
- Valid Passport

MINORS (age 0-17) OF FRENCH NATIONALITY TRAVELING WITH PARENTS:

- Valid Identity card or;
- Valid Passport

MINORS (age 0-17) OF FRENCH NATIONALITY TRAVELING WITHOUT PARENTS:

- Valid Identity card or;
- Valid Passport

PASSENGERS OF EU NATIONALITY:

- Valid Identity card or;
- Valid Passport

PASSENGERS OF NON-EU NATIONALITY:

- Valid Passport + Visa (if required)

UNACCEPTABLE DOCUMENTS:

- Driving License
- Residence Card
- Family Register
- Loyalty Program Cards
- Health Insurance Card
- SNCF Card

- Other documents

4. Refusal of entry

If a Passenger is refused entry to a territory, they must pay all the resulting charges or fines imposed on the Carrier by the local authorities, as well as the Gross Fare for carriage if the Carrier, due to a government order, is required to return the Passenger to their departure location or elsewhere.

The price of the Ticket purchased for carriage to the destination, for which entry to the territory was refused, shall not be refunded by the Carrier.

5. Passenger Liability for Fines, Detention Costs, etc.

If the Carrier has to pay or deposit a fine or penalty or incur expenses of any kind due to the non-compliance, whether voluntary or involuntary, by a Passenger with the law in force in the States in question, or due to a failure to present the required documents, or the presentation of invalid documents, the Passenger must, at the Carrier's request, reimburse the amounts thus paid or deposited and the disbursements incurred.

For this purpose, the Carrier may use any amount paid to it for non-performed carriage or any amount belonging to the Passenger that is held by the Carrier.

6. Customs Inspections

Passengers may be called on to be present at the inspection of their Baggage (delayed, Checked or Unchecked) on the request of customs officers or any other government authority.

The Carrier may not be held liable for damage or losses suffered by Passengers as a result of such inspections, in particular if the latter refuse to be present at the inspection of their Baggage.

7. Security Checks

Passengers are required to undergo the security (and safety) checks required by government or airport authorities, as well as on the request of the Carrier.

8. Administration Charges in Case of Complaint

In case of any complaint, Carrier reserves the right to charge Passenger 10,00€ for consider the case .

ARTICLE XV: SUCCESSIVE CARRIERS

1. Carriage performed by several successive Carriers, under a single Ticket or a Conjunction Ticket is deemed to constitute, for the application of the Convention, a single carriage operation, where envisaged by the parties as being a single operation.

ARTICLE XVI: LIABILITY FOR DAMAGE

1. General Conditions

The Carrier's Liability shall be determined by the General Conditions of Carriage of the Carrier that issued the Ticket, except and otherwise provided for and brought to the Passenger's attention. If the Carrier's liability is triggered, it will be triggered under the following conditions:

- a) Carriage performed under these General Conditions of Carriage is subject to the liability rules laid down by the IATA Regulations and amending council Regulation (EC) no. 2027/97 of 9 October 1997 on air carrier liability in respect of the carriage of passengers and their baggage by air;
- b) The Carrier shall be liable for the harm caused in the event of death or bodily injury provided that the accident that caused the death or bodily injury occurred on board the aircraft or during any embarkation or disembarkation Operations as defined by Article XVII of the Convention IATA.
- c) To the extent that the following provisions do not conflict with the other provisions in these Conditions, and regardless of whether or not the Convention is applicable:
 - The Carrier's liability is limited to Damage occurring during Air Carriage for which its Designator Code appears on the Coupon or the Ticket that corresponds to the flight. If the Carrier issues a Ticket for a carriage service performed by another Carrier or if the Carrier checks in Baggage on behalf of another Carrier, the Carrier shall only act as an agent for said other Carrier. However, as regards Checked Baggage, Passengers are entitled to take action against the first or the last Carrier involved in their journey.
 - The Carrier's liability may not exceed the amount of proven direct Damage and the Carrier shall not be liable, in any way, for consequential Damage or any form of non-compensatory Damage.

- The Carrier may in no way be held liable for Damage that results from compliance by the Carrier with any provisions of the law or regulations (laws, regulations, decisions, requirements and provisions) or a failure to comply with said same provisions by the Passenger.
- The Contract of carriage, including these General Conditions of Carriage and all the liability exclusions or limitations contain therein, shall apply to and benefit the carrier's authorized agents, its servants, its agents, its representatives and the owner of the aircraft used by the Carrier, as well as the staff, employees and representatives of said owner. The overall amount recoverable from the aforementioned persons may not exceed the amount of the Carrier's liability;
- The Carrier's liability may not triggered for Damage to Unchecked Baggage, unless such damage is directly caused by the Carrier's fault
- Except as expressly otherwise provided for, none of these provisions involve the waiver of the exclusion or limitation of the liability of the Carrier, the owner whose aircraft is used by the Carrier, their staff, servants, agents or representatives in accordance with the Convention and applicable law.

2. Provisions Applicable to International flights:

a) Bodily Injury:

- I. In accordance with Article 17 § 1 of the Montreal Convention of 28 May 1999, the Carrier is liable for Damage sustained in the event of the death or bodily injury suffered by a Passenger, if the accident that caused the Damage occurred on board the aircraft or in the course of any embarking or disembarking operations, pursuant to the aforementioned Convention, and subject to any liability exemptions.
- II. The Carrier shall not be liable for the Damage if it provides proof that:
 - The death or bodily injuries suffered were a result of the physical or mental health of the Passenger prior to the Passenger boarding the flight.
 - The Damage, as defined by paragraph 2.1 (a) was caused, in whole or in part, by negligence, a wrongful act or omission on the part of the person claiming compensation, or the person whose rights they hold, in accordance with Article 20 of the Montreal Convention of 28 May 1999.
 - The Damage is not due to negligence, or another wrongful act or omission on the part of the Carrier, its officials or agents, insofar as the amount of Damage

exceeds 100 000 SDR per Passenger, pursuant to Article 21 § 2 (a) of the Montreal Convention of 28 May 1999.

III. Amount of compensable Damage:

The amount of the Carrier's liability in the event of the death or bodily injury of a Passenger, as defined by Paragraph 2 of said Article, is not subject to any limitation. The amount of the compensable Damage shall cover the redress of the Damage, as fixed by amicable agreement, by expert appraisal or by the competent courts.

Within the scope of these provisions, the Carrier shall only compensate Passengers in excess of the amounts received thereby under the social security system to which they are affiliated and solely for compensatory Damage.

IV. The Carrier reserves all rights to remedies and subrogation against all third parties.

V. In the event of death or bodily injury resulting from an air accident, pursuant to Article 17 of the Montreal Convention of 28 May 1999 and paragraph 2.1 (a) of this article and pursuant to Article 5 of Regulation (EC) No 889 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027 of 19 October 1997, the person identified as the Beneficiary may benefit from an advance to enable them to meet their immediate needs, in proportion to the material damage sustained. Said advance shall not be less than the equivalent in euros of 15,000 SDR per Passenger in the event of death. Subject to the law in force, said advance shall be paid within 15 days of the identification of the Beneficiary and shall be deductible from the definitive amount of compensation owed to the deceased Passenger.

b) Delays

I. Characteristic of compensable Damage:

- Solely proven direct Damage that directly results from a delay is compensable, to the exclusion of all consequential Damage or any other form of Damage other than compensatory Damage.

The Passenger must prove the existence of Damage resulting directly from the delay.

- The Carrier shall not be liable for Damage resulting from a delay if it proves that it, its officials or agents took all the measures that could reasonably be required to prevent the Damage or that it was impossible for it to take such measures.

- The Carrier is not liable for the Damage resulting from a delay, if the delay is attributable to the Passenger or if the Passenger contributed thereto, i.e. if the Damage results in whole or in part from negligence, or a wrongful act or omission on the part of the person who is claiming compensation or of the person whose rights they hold.

c) Baggage

- I. In accordance with Article 17 of the Montreal Convention of 28 May 1999, the Carrier is liable for Damage suffered due to the destruction, loss or damage of Checked Baggage, if the incident that caused the Damage occurred on board the aircraft or during any period during which the Carrier had custody of the Checked Baggage.
- II. Exclusions of the Carrier's Liability:
 - The Carrier shall not be liable for Damage suffered by a Passenger's Baggage where said Damage results from the nature of or an inherent defect in said Baggage. If the property contained in the Passenger's Baggage is a cause of damage to another person or the Carrier, the Passenger must compensate the Carrier for all losses suffered and costs incurred as a result.
 - The Carrier shall not assume any specific liability, other than that provided for in sub-paragraph (c) below, for any Damage and/or loss caused to fragile or valuable items or items that are not adequately packed, as specified in Article 10.1.2., unless the Passenger has made a Special Declaration of Interest as provided for in Article 10.2.3. and has paid the corresponding surcharge.
- III. Amount of compensable Damage
 - For Checked Baggage and with exception of facts or omissions committed with the intention of causing Damage or imprudently with the awareness that Damage could result there from, the Carrier's liability in the event of Damage shall be limited to 17SDR/K. If the weight of baggage is not marked on Baggage Tag, the total weight of registered Baggage is deemed to not exceed the Free Baggage Allowance declared to the transport class.

If a higher value was declared, pursuant to Article VIII, the Carrier's liability shall be limited to the value declared, unless the Carrier can provide proof that said value is higher than the Passenger's genuine interest at the time of delivery.

- For Unchecked Baggage allowed on board, the Carrier may only be held liable in the event of proven fault on the part of the Carrier, its officials or agents. In this case, said liability shall be limited to 332 SDR per Passenger.

3. Provisions Applicable to Internal flights

All provisions Applicable to International Flights are considered for Internal Flights on territory of France.

If Internal flights are operated in on another State than France, all Provisions Applicable Liability of Carrier for Damage depends on Regulation of said State.

ARTICLE XVII: TIME LIMITATION ON CLAIMS AND ACTION

1. Notification of Claims for Baggage

The receipt of Checked Baggage without any complaint from the Passenger within the scheduled timeframes shall constitute a presumption, unless the Passenger provides proof to the contrary, that the Baggage was delivered in a good condition and in accordance with the Contract of Carriage. All missing Baggage must imperatively be declared to the Carrier as soon as the flight arrives. Any declarations made subsequently may not be taken into account. In the same way, any item noted as missing from Baggage must imperatively be declared to the Carrier as soon as possible. Any late declarations may not be taken into account.

In the event of damage, delay, loss or destruction of Registered Baggage, according to article 26 of the Convention, the Passenger in question must file a written complaint with the Carrier as soon as possible and at the latest within a period of seven (7) days (in the event of damage or destruction) respectively from the date on which the Baggage was made available to the Passenger. The complaint must content:

- The date of flight
- Nr of flight
- Reservation number
- Damage description
- Photos of damage

- Passengers address
- Receipt for replacement of damaged baggage
- Baggage Tag
- Airport Declaration of Damage

In the event of delay, the period of written complaint is extended to 21 days respectively from the date on which the Baggage was made available to the Passenger.

After noting the written complaint, Carrier prepare a status report detailing any loss or damage.

2. Liability Actions for Passengers

All liability actions must be filed, under penalty of forfeiture, within two years from the arrival at destination, or from the date on which the aircraft was scheduled to arrive or from the end of the carriage. The method for calculating the time limit shall be determined by the law of the Court before which proceedings are brought.

3. Complaints

All the claims or actions mentioned in paragraphs 20.1 and 20.2 above must be made in writing, within the time limits specified.

In case of dissatisfaction with treatment, Passenger has right to submit Passengers Claim to SkyTaxi Passenger and Baggage Claim Department:

SkyTaxi Passenger and Baggage Claim Department
 Skarżyńskiego 36
 54-530 Wrocław
 POLAND

Or to National Government Conciliation Body responsible for enforcing passenger rights:

- For passengers of flights operated on polish territory :

Polish Civil Aviation Authority
 Ul. M. Flisa 2
 02-247 Warsaw
 Poland

- For passengers of flights operated on german territory:

söp Schlichtungsstelle für den öffentlichen Personenverkehr e.V.

Fasanenstraße 81

D-10623 Berlin

www.soep-online.de

ARTICLE XVIII: DATA SECURITY AND PERSONAL POLICY

1. When customers use services available on the SkyTaxi website, SkyTaxi may collect and process their personal data. SkyTaxi is committed to respecting regulations concerning the privacy and data security of their passengers, prospects and users of the website. All data collected through the SkyTaxi website is processed in accordance with all local legislation and the terms laid out in the revised version of the French Data Protection Act of January 6, 1978.
2. Any personal data provided by customers on SkyTaxi website or during any other contact with SkyTaxi, is primarily used to book tickets and provide specific services: transportation, promotions, loyalty programs, web updates, marketing information, surveys, contests, new services or products, and statistics.
3. Personal data may also be used to provide the various services available on the SkyTaxi website: user accounts, e-newsletters, managing reservations, assistance and claims, managing loyalty programs, etc.
4. Any event occurring during the fulfillment of the transport contract and liable to compromise the safety or security of a flight may be recorded and kept on file.
5. Personal data collected on the SkyTaxi website, may be communicated to authorized SkyTaxi personnel, its partners (accredited travel agents, airlines, car rental companies, hotels, credit card providers, etc.), or external service providers in order to provide all or part of the services described above.

SkyTaxi requires its service providers to implement strict measures to protect your data privacy.

6. As outlined by Polish and international laws and regulations, SkyTaxi, as well as any other airline, may be required to communicate personal data to authorized local authorities (customs, immigration, police, etc.) both in Poland and overseas. For example, this is done to

complete required immigration formalities and to prevent and combat terrorism and other serious crimes.

7. Some of the parties mentioned above may be located outside the European Union and have access to all or some of the personal data collected by SkyTaxi (name, passport number, trip details, etc.) in order to fulfill the transport contract or comply with specific legal requirements.
8. When required by law, personal data will only be used for online prospection once your express consent has been obtained. At any time, you can request that personal data no longer be used for promotional purposes.
9. The provision of some services is dependent upon the collection of personal data (special meals, medical assistance, etc.). You can, of course, exercise the right to oppose the use of this personal data, but this may lead to your being unable to benefit from these services.

ARTICLE XIX : MODIFICATION OR SUPPRESSION

No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.