

Flights Terms and Conditions

Please note: All purchases of travel, baggage and seat fees, related booking fees and surcharges, carrier charges and taxes are non-refundable.

I: GENERAL: Passenger transportation by Eastern Airlines, LLC. (Hereafter referred to as "Carrier") is subject to the following terms and conditions, in addition to any terms and conditions printed on or in any Ticket or Ticket-less Travel Confirmation, specified on Carrier's Internet site with respect to electronic ticketing, or published in Carrier's schedules. By purchasing or accepting transportation, the passenger agrees to be bound thereby.

(2) Carrier reserves the right, in its sole discretion and to the extent not prohibited by federal law, to change, delete, or add to any of the terms of this Contract of Carriage without prior notice. All changes must be in writing and approved by a corporate officer of the Carrier. To the extent there is a conflict between the Contract of Carriage and information printed on the Ticket or specified on the Carrier's website, the Contract of Carriage governs. Applicable terms and conditions are those in effect as of the date a Passenger commences travel on a given itinerary. In the event these conditions of Carriage are amended after a Ticket is purchased but prior to commencement of travel in a way that substantially affects the terms and conditions of a Passenger's Carriage, a full refund of the Ticket price may be requested if the Passenger does not agree to be bound by the conditions as amended.

II: RESERVATIONS: Confirmation of Reservations. A reservation on a given flight is confirmed by the issuance of a Ticket. Transportation is subject to the fares and charges in effect when the Ticket is purchased. The fare is guaranteed

once a reservation is made and a Ticket is purchased. If a Ticket is purchased before an increase in the fare becomes effective, the Ticket shall be honored for transportation between the airports and at the fare for which it was purchased. No person shall be entitled to transportation except upon presentation of a valid Ticket or proof of identification acceptable to Carrier to confirm that transportation has been purchased. Such Ticket shall entitle the Passenger to transportation subject to this Contract of Carriage and, in particular, certain terms and conditions. Tickets are Nontransferable. Tickets, and any travel credit issued for unused Tickets, are nontransferable unless specified explicitly on the Ticket. Carrier is not liable to the holder of a Ticket for use or refund of such Ticket when presented by a person other than the person to whom the Ticket was issued. If a Ticket is used by a person other than the person to whom it was issued, Carrier shall not be liable for the loss, destruction, damage, or delay of such unauthorized person's Baggage or other personal property or the death or injury of such unauthorized person arising from or in connection with such unauthorized use. Tickets Accepted. Carrier will accept only tickets issued by Contracted Ticketing Representatives. Any Tickets issued in conjunction with travel on another airline will not be accepted unless required by federal government regulation or at the Carrier's sole discretion.

III: LIABILITY: The liability, if any, of Carrier for loss of, damage to, or delay in the delivery of Checked or carryon Baggage and/or its contents, with the exception of wheelchairs, mobility aids, and assistive devices used by a Qualified Individual with a Disability, is limited to the proven amount of damage or loss, but in no event shall be greater than \$3,500.00 per fare-paying Passenger pursuant to 14 CFR § 254.4 unless the passenger at time of check-in has declared the value of the baggage to be in excess of Three Thousand Five Hundred Dollars (\$3,500.00) ("excess valuation") and

has paid an additional charge of One Dollar (\$1.00) for each One Hundred Dollars (\$100.00) of excess valuation. See Contract of Carriage for excess valuation limitations. Carrier does not assume liability for claims of missing or damaged articles if a Passenger's Checked Baggage is not damaged, delayed, or lost.

Passengers traveling on a domestic portion of a one-way or round-trip journey which originates in or includes an ultimate destination or a stop other than in the United States are subject to the rules and limitations relating to liability established by the Montreal Convention (the "Convention"), which are fully incorporated herein, unless such carriage is not "international carriage" as defined by the Convention. As to any claim whatsoever the Carrier waives no such limits of liability and reserves all defenses available under the Convention to such claims. With respect to third parties, the Carrier reserves all right of recourse against any other person, including without limitation, the rights of contribution and indemnity.

IV: CHECK-IN: Check-in is available three (3) hours prior to flight time. All Passengers must check-in no less than one hour prior to the scheduled departure time. Checked baggage will not be accepted within 60 minutes of scheduled departure time. Passengers must be at the boarding gate in possession of boarding passes at least 30 minutes prior to departure. Eastern Airlines reserves the right to resell any seat or deny boarding to any passenger not checked in 30 minutes prior to departure, and the Passenger will have no claim against Eastern Airlines for such canceled reservation. Participants will not receive refunds for missed flights or connections. All passengers 18 years of age or older must have valid government issued photo identification, such as a driver's license, state non-operators ID, active-duty military ID, or passport. Any Passenger that exhibits disruptive behavior will not be allowed to board or will be removed from the aircraft.

A passport is required photo identification document for all international flights.

V: CUSTOMER SERVICE: Eastern Airlines is committed to providing the best possible customer service. In the rare event that you have cause for dissatisfaction during your flight, we encourage you to write to us at customersupport@goeasternair.com, or you may call us at [\(844\) 867-1916](tel:8448671916) to discuss this problem with us.

VI: Cancelled flights and Irregular Operations: In the event Carrier cancels or fails to operate any flight according to Carrier's published schedule, or changes the schedule of any flight, Carrier will, at the request of a Passenger with a confirmed Ticket on such flight, take one of the following actions:

- (i) Transport the Passenger at no additional charge on Carrier's next flight(s) on which space is available to the Passenger's intended destination, in accordance with Carrier's established re-accommodation practices; or
- (ii) Refund the unused portion of the Passenger's fare in accordance with Section 4 of the Contract of Carriage.
- (iii) Diverted Flights. In the event Carrier diverts any flight, Carrier, at its sole discretion, will take reasonable steps to transport Passenger to his final destination or to provide reasonable accommodations.
- (iv) Flight Schedule Changes. Flight schedules are subject to change without notice, and the times shown on Carrier's published schedules, Tickets, and advertising are not guaranteed. At times, without prior notice to Passengers, Carrier may need to substitute other aircraft and may change, add, or omit intermediate stops. Carrier cannot guarantee that Passengers will make connections to other flights by the Carrier or by other airlines. In the event of flight schedule changes or service withdrawals, Carrier will attempt to notify affected Passengers as early as possible.

(v) Limitation of Liability. Except to the extent provided in Section 9a of the Contract of Carriage, Carrier shall not be liable for any failure or delay in operating any flight, with or without notice for reasons of aviation safety or when advisable, in its sole discretion, due to Force Majeure Events, including, without limitation, acts of God, meteorological events, such as storms, rain, wind, fire, fog, flooding, earthquakes, haze, or volcanic eruption. It also includes, without limitation, government action, disturbances or potentially volatile international conditions, civil commotions, riots, embargoes, wars, or hostilities, whether actual, threatened, or reported, strikes, work stoppage, slowdown, lockout or any other labor related dispute involving or affecting Carrier's service, mechanical difficulties by entities other than Carrier, Air Traffic Control, the inability to obtain fuel, airport gates, labor, or landing facilities for the flight in question or any fact not reasonably foreseen, anticipated or predicted by Carrier.

VII: MISCELLANEOUS: The acceptance by a Participant of a refund, or alternative travel arrangements, as provided in this Agreement shall constitute a full and final settlement and release of all claims or remedies against Eastern Airlines. The terms and conditions of the Eastern Airlines Contract of Carriage are incorporated herein by reference. Should any provision of this Agreement and the Contract of Carriage conflict, this Agreement shall govern. By executing this Agreement, the Participant specifically acknowledges and consents to all conditions set forth herein and in the Contract of Carriage. This Agreement and the Contract of Carriage contain the entire agreement between the parties and completely supersedes any prior agreements or representations of Eastern Airlines, verbal or in writing. Any oral representation or modifications shall have no force or effect. Except for baggage claims, any claim against Eastern Airlines must be presented in writing within seven days of the

date of a Passenger's last Flight on the applicable itinerary,
and Eastern Airlines shall have no obligations or liabilities for
any claims presented after said seven-day period.