

EASTERN



EASTERN AIRLINES, LLC

CONTRACT OF CARRIAGE

Revised January 23, 2020

EASTERN AIRLINES, LLC CONTRACT OF CARRIAGE

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1. INTRODUCTION

a. Application of Contract of Carriage to Passenger Travel

- (1) By purchasing or accepting transportation on Eastern Airlines, LLC, Passenger¹ agrees to be bound by the terms and conditions contained in this *Contract of Carriage* and also agrees to be bound by (i) any terms and conditions printed on or in any E-Ticket or ticketless travel Reservation Confirmation, (ii) terms or conditions specified on Eastern's Internet site with respect to E-Tickets or Reservations Confirmations, or (iii) terms or conditions published in Eastern's published fare rules and regulations, which may govern the calculation of the fare and other charges that apply to an itinerary. To the extent there is a conflict between this *Contract of Carriage* and the terms and conditions specified on an E-Ticket or Ticketless Travel Confirmation or on the Eastern website, the *Contract of Carriage* governs.
- (2) Eastern reserves the right, in its sole discretion and to the extent not prohibited by applicable 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 Eastern.
- (3) 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 Confirmed Reservation 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 may be requested if the Passenger does not agree to be bound by the conditions as amended. Nevertheless, Eastern reserves the right to apply rules currently in effect on the date of Passenger's travel where reasonably necessary for operations and where the change in rule does not have a material negative impact upon the Passenger.

b. Definitions

Adult means a person who has reached his/her eighteenth birthday as of the date of commencement of travel.

Baggage means all luggage, including suitcases, garment bags, tote bags, packages, camera and electronics bags, computer and equipment cases, briefcases, typewriters, and similar articles, whether carried by the passenger in the cabin or carried in the aircraft cargo compartments. Coats and wraps, when carried by the passenger in the passenger cabin, are not considered baggage.

Baggage Tag/Baggage Check means a document issued by Eastern to the Passenger as a receipt for Checked Baggage and to facilitate identification of Checked Baggage, a portion of which (Tag) is affixed by Eastern to a particular article of checked baggage for routing purposes

¹ Capitalized terms found in Section I.(a) are defined in Section I.(b).

and a portion of which (Check) is given to the passenger for the purpose of claiming the baggage.

Boarding Pass means a document issued by Eastern entitled Boarding Pass bearing the Passenger's first and last name, flight number and date, departure and destination airports, A Passenger must have a Boarding Pass to be considered as having Confirmed Reserved Space as defined in Section 9(B)(1).

Carriage means the transportation of Passengers and/or Baggage by air, gratuitously or for hire, and all services of Eastern related thereto.

DOT Hazardous Materials Regulations are those regulations issued by the Materials Transportation Bureau of the Department of Transportation in Title 49 of the Code of Federal Regulations, Parts 171 through 180 (49 CFR 171-180).

Eastern means Eastern Airlines, LLC and its officers, employees, contractors and agents acting in their official capacities.

Carry-On Baggage means Baggage which Passengers bring with them into the passenger cabin of the aircraft to be stored in overhead bins or underneath seats. Carry-On Baggage provided by passengers for carriage by Eastern must conform with restrictions on the quantity, size and weight of baggage, federal rules governing the carriage of hazardous and dangerous goods, and provisions in this Contract of Carriage on the transportation of special items (such as sporting equipment, medical equipment and mobility aids, musical instruments, and fragile and perishable items). Eastern assumes no liability for Carry-On Baggage lost aboard aircraft or at airports.

Checked Baggage means Baggage of which Eastern takes sole custody and for which Eastern has issued a Baggage Claim Check and affixed a Baggage Tag, and is carried within the cargo compartment of aircraft. Baggage provided by passengers for carriage by Eastern must conform with restrictions on the quantity, size and weight of baggage, federal rules governing the carriage of hazardous and dangerous goods, and provisions in this Contract of Carriage on the transportation of special items (such as sporting equipment, medical equipment and mobility aids, musical instruments, and fragile and perishable items).

Days means full calendar days, including weekend days and legal holidays (but not including the date that any notice is sent).

Force Majeure Event means any event outside of Eastern's control, 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 Eastern's service, mechanical difficulties experienced by entities other than Eastern, 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 Eastern.

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 passengers may not travel at group fares, even upon payment of the minimum number of fares, unless specifically permitted by a given fare rule.

Individual With a Disability means a person who:

1. has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities;
2. has a record of such an impairment; or
3. is regarded as having such impairment, as further defined in U.S. Department of Transportation regulations at 14 C.F.R. § 382.3.

Montreal Convention was adopted in 1999 and establishes airline liability in the case of death or injury to passengers, as well as in cases of delay, damage or loss of baggage and cargo. The United States is a party to this Treaty.

Nonstop Flight means a flight scheduled to operate between origin and destination airports without any intermediate stops.

One-way means Scheduled Air Service on Eastern from an originating airport to a destination airport.

Passenger means any person, except members of the Crew working on the flight and Eastern employees traveling in an official capacity, carried or holding a confirmed reservation to be carried in an aircraft with the consent of Eastern and who is bound by this *Contract of Carriage*.

Qualified Individual with a Disability (Qualified Individual), as defined in 14 CFR § 382.3, means an individual with a disability who, as a Passenger:

- (i) With respect to obtaining a Confirmed Reservation for air transportation on Eastern, offers, or makes a good faith attempt to offer, purchase, or otherwise validly obtain a Confirmed Reservation.
- (ii) With respect to obtaining air transportation, or other services or accommodations.
 - a) Buys or otherwise validly obtains, or makes a good faith effort to obtain, a Confirmed Reservation for air transportation on Eastern and presents himself at the airport for the purpose of traveling on the flight to which the Confirmed Reservation pertains.
 - b) Meets reasonable, nondiscriminatory *Contract of Carriage* requirements applicable to all Passengers.
- (iii) With respect to accompanying or meeting a traveler, using ground transportation, using terminal facilities, or obtaining information about schedules, fares, reservations, or policies, takes those actions necessary to use facilities or services offered by

Eastern to the general public, with reasonable accommodations, as needed, provided by the Eastern.

Round Trip means any trip, the ultimate destination of which is the point of origin, and which is comprised of an outbound and return segment.

Safety Assistant means a person required by Eastern to travel with a Person with a Disability, pursuant to Section 6(c): to attend to the Person with a Disability's in-flight medical needs; to assist the Person with a Disability's communication with crewmembers; or to assist the Person with a Disability's evacuation from the aircraft in the event of an emergency.

Self-reliant means that a person does not require services related to a disability beyond that normally provided by Eastern or beyond that which applicable law requires Eastern to provide.

Service Animal means any guide dog, signal dog, or other animal trained to provide task-specific necessary assistance to a Qualified Individual with a Disability or, a trained animal that assists law enforcement officers in the search of contraband and or other items, or which provides assistance with rescue efforts.

Special Drawing Right means a special unit of currency, the currency values of which fluctuate and are recalculated each banking day. These values are reported in the IMF Survey, published weekly by the International Monetary Fund online at: https://www.imf.org/external/np/fin/data/rms_sdrv.aspx.

Standby Passengers means Passengers who will be enplaned on a flight subject to availability of space at departure time and only after all Passengers with Confirmed Reserved Space for such flight have been enplaned on such flight. Standby transportation may not be available on all flights. Standby status applies to all scheduled stops at any intermediate points on the flight.

E-Ticket means the electronic document issued by Eastern on behalf of a Passenger to an authorized travel agent, which provides for the Carriage of the Passenger occupying a single seat with an associated Confirmed Reservation. E-Tickets are held within a database provided for by Eastern and accessed by authorized travel agents and issued when payment is received for such E-Ticket.

Reservation Receipt means the electronic document issued by Eastern directly to Passengers, which includes a Reservation Confirmation and provides for the Carriage of the Passenger occupying a single seat. E-Tickets are held within a database provided by Eastern and accessed by authorized travel agents and issued when payment is received for such E-Ticket.

Confirmed Reservation means an electronic record of Carriage of Passengers on specific flights and holding seats for each Passenger once the reservations has been purchased and Eastern has issued either a Reservation Receipt or an E-Ticket.

2. RESERVATIONS

a. Reservations

- (1) Reservations which hold seats are not Confirmed Reservations until purchased and are subject to purchasing time limits contained within the fare rules. Reservations which are not confirmed within the time limit are subject to cancellation.
- (2) Confirmed Reservation. A reservation on a given flight is confirmed upon purchase by the issuance of a Reservations Receipt or E-Ticket.
- (3) Cancellation of Confirmed Reservations.
 - (i) Passenger Initiated Cancellation Prior to Date of Travel. If a Passenger cancels his Confirmed Reservation prior to the date of travel, his Confirmed Reservation may be eligible for a refund or the funds will be available for future use consistent with the fare rule and refund procedures specified in Section 4(c).
 - (ii) Check-in Requirements. Failure of the Passenger to obtain a Boarding Pass and be present, available, and appropriate as discussed in Section 5 for boarding in the flight's boarding gate area at least thirty minutes before the scheduled departure time may result in cancellation, at Eastern's sole discretion, of the Passenger's Confirmed Reservation without notice. Section 5 contains additional information on Eastern's check-in procedures.
 - (iii) Conditions Beyond Eastern's Control. Eastern will refuse to carry and will cancel the Confirmed Reservations of any Passenger when such refusal is necessary to comply with a government regulation, a request for emergency transportation in connection with the national defense, or when necessary or advisable by reason of weather or other conditions beyond Eastern's control.
 - (iv) Multiple Reservations. Eastern prohibits multiple reservations for the same passenger departing from the same city on the same date. Furthermore, without notice to the passenger or purchaser, Eastern may cancel such reservations or any other reservations that it believes, in its sole discretion, were made without intent to travel.
 - (v) Limitation of Liability. Eastern is not liable for any type of special, incidental or consequential damages when it cancels the reservations of any Passenger pursuant to Section 2(a)(2); however, the fare paid for the unused portions of travel that are cancelled by Eastern may be refunded or applied toward the purchase of future travel in accordance with the applicable fare rules and with Section 9.

b. Group Policies

Reserved.

3. **FARES**

a. Application of Fares

- (1) All fares are per Passenger and may include One-Way or Round-Trip travel as indicated in fare rules. Fares include the base fare, taxes, fees, and surcharges. Additional optional fees may apply. Fares do not include additional taxes and fees that are collected at the airport by local authorities (see Section 8(e)).
- (2) Eastern offers a range of fares. Discounted fares are limited, subject to restrictions and availability in the sole discretion of Eastern and in accordance with applicable laws and regulations. Discounted fares are also subject to terms and conditions, published with the fares and known as fare rules.
- (3) Carriage is subject to the fares and charges in effect when the Confirmed Reservation is purchased. Fares and charges offered by Eastern are subject to change without notice prior to purchase. The fare and related Baggage and Optional Fees are guaranteed once purchased and a Reservations Receipt or E-Ticket is issued. If a Confirmed Reservation is purchased before an increase in the fare becomes effective, the Confirmed Reservation shall be honored for transportation between the airports and at the fare for which it was purchased. Should fares be decreased, Passengers are not entitled to a refund.
- (4) Changes to any portion of a Confirmed Reservation initiated by the purchaser, Passenger, or his authorized agent after its original issue will be subject to the fares, fare rules, and charges in effect on the date the change is initiated. A change constitutes a change in flight number, origin, destination, intermediate points, flight date, class of service, or fare.

b. Fare Rules

Fare rules include certain restrictions and fees associated to a fare, as disclosed at the time of purchase and associated with a Confirmed Reservation. Fare rules may include purchasing restrictions, minimum and/or maximum duration of stay, and certain fees for additional services.

c. Currency and Form of Payment

- (1) Eastern accepts MasterCard, Visa, and American Express.
- (2) Eastern does not accept cash, personal checks, or traveler's checks.

d. Circumvention of Published Fares and Rules

Eastern prohibits booking practices intended to circumvent the published fare that Eastern intends to offer for your true itinerary. These practices include, but are not limited to:

- (1) Back to Back Bookings - The purchase or usage of two or more Confirmed Reservations issued at round trip fares, or the combination of two or more round trip fares end to end on the same Confirmed Reservation for the purpose of circumventing minimum stay requirements.
- (2) Throwaway Bookings - The purchase or usage of round-trip fares for one-way travel.
- (3) Hidden City/Point Beyond Bookings - The purchase or usage of a fare from a point before the passenger's actual origin or to a point beyond the passenger's actual destination

e. Duplicate, Fictitious, Impossible, and Illogical Reservations

Eastern prohibits duplicate, impossible, or fictitious bookings, including but not limited to multiple conflicting itineraries for the same passenger on the same day or bookings with connections that depart before the arrival of the inbound flight. Eastern reserves the right to cancel any such reservation which has not been confirmed.

f. Erroneous Fares

Eastern will exercise reasonable efforts to ensure that all fares it publishes are accurate and available for sale, but Eastern, as a policy, does not file nor intend to file fares priced at a zero or that are erroneous or reasonably apparent as erroneous. If an erroneous fare is inadvertently published for sale and a Confirmed Reservation is issued at the erroneous fare before it has been corrected, Eastern reserves the right to cancel the Confirmed Reservation purchase and refund all amounts paid by the purchaser or, at the purchaser's option, to reissue the Confirmed Reservation for the correct fare. In this event, Eastern will also reimburse any reasonable, actual, and verifiable out-of-pocket expenses incurred by the purchaser in reliance upon the Confirmed Reservation purchase. The purchaser must provide receipts or other evidence of such actual costs incurred in support of any reimbursement request.

4. **CONFIRMED RESERVATIONS**

a. General

- (1) No person shall be entitled to transportation without a Confirmed Reservation. Such Confirmed Reservation shall entitle the Passenger to transportation subject to this *Contract of Carriage* and, in particular, certain terms and conditions as follows.
 - (i) Such Confirmed Reservation is valid between the points of origin and destination via the specific routing designated on the Passenger's itinerary only.
 - (ii) Passenger is in compliance with fare rules as provided in Section 3(b), including proof of age and status where applicable, that entitle the Passenger to discounted fares.

- (iii) The Passenger's Confirmed Reservation is in the Passenger's own name, as verified by appropriate identification.
- (2) **Confirmed Reservations are Nontransferable.** Confirmed Reservations, and any travel credit issued for unused Confirmed Reservations, are nontransferable. Eastern is not liable to the holder of a Confirmed Reservation for use or refund of such Confirmed Reservation when presented by a person other than the person to whom the Confirmed Reservation was issued. If a Confirmed Reservation is used by a person other than the person to whom it was issued, Eastern 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.
- (3) **Purchase of Additional Seat.** The purchase of more than one seat for use by a single Passenger is required when necessary to accommodate:
 - (i) Guests of size who encroach on an adjacent seat area and/or is unable to sit in a single seat with the armrests lowered.
 - (ii) Guests transporting large musical instruments or electronic audio/video, medical, or otherwise sensitive equipment unsuitable for Carriage as Checked Baggage, as specified in Section 7.
- (4) **Unique Seating Needs.** It is the Passenger's responsibility to notify Eastern of any unique seating needs. In accordance with Section 6, Eastern may refuse to transport individuals who are unable or unwilling to comply with Eastern's seating requirements. Purchase of an extra seat will be charged at the same price paid for the original Confirmed Reservation.
- (5) **Baggage Fees and Optional Services.** All Baggage is subject to additional fees. Eastern also offers optional services for additional fees, including changes to reservations, advanced seat assignments, and unaccompanied minor services. These fees are displayed in Eastern's schedule for Baggage and Other Fees at www.goeasternair.com. Although fees and related policies are subject to change, the schedule of Baggage and Other Fees in effect at the time of purchase are guaranteed for the related Confirmed Reservation. Furthermore, Eastern will provide the baggage fees applicable to a passenger's itinerary on all Reservation Receipts, the online summary webpage that appears at the end of the reservations process, and in any post-purchase e-mail confirmation sent to the reserving party.
- (6) **Compliance with *Contract of Carriage*.** In the event that a Passenger does not comply with the terms and conditions in this Contract of Carriage, their Confirmed Reservation shall be invalidated, and Eastern has the right to:
 - (i) Cancel any remaining portion of the Passenger's itinerary.
 - (ii) Refuse to allow the Passenger to board or check Baggage.

b. Refunds

- (1) **24 Hour Rule Refunds.** Passengers may cancel their purchase of a Confirmed Reservation, including non-refundable Confirmed Reservations, within 24 hours of booking for a full refund provided that with respect to otherwise non-refundable Confirmed Reservations the reservation is made one week prior to departure.
- (2) **Non-refundable Confirmed Reservations.** Except as otherwise stated in Section b (1) in this *Contract of Carriage*, passengers purchasing Confirmed Reservations marked as non-refundable shall not be entitled to any refund. Credit issued for use on future travel to a passenger with a non-refundable Confirmed Reservation shall be in Eastern's sole discretion.
- (3) **Refundable Confirmed Reservations.** Fully or partially unused refundable E-Tickets may be submitted to the issuing travel agency for possible refund. Confirmed Reservations that have been purchased on the Eastern website, with the Eastern call center, or at an Eastern ticket counter may be submitted for a refund back to the Eastern. Passengers should always contact the original issuer of the Confirmed Reservation for their specific refund policy and procedures.
- (4) **No-Show Forfeiture of Funds.** Refunds of Refundable Confirmed Reservations will only be processed until one-hour prior to scheduled departure. In the event a Passenger with a Refundable Confirmed Reservation does not request a refund at least one-hour prior to departure (i.e. a "No-Show"), any funds related to the Confirmed Reservation are forfeited, and the Passenger has no right to future Carriage related to this Confirmed Reservation.
- (5) **Delays or Involuntary Cancellations.** If a Passenger's scheduled transportation is cancelled, terminated, or delayed before the Passenger has reached his final destination as a result of a flight cancellation, Eastern-caused missed connection, flight delay, or omission of a scheduled stop, Eastern will either transport the Passenger at no additional charge on another of Eastern's flights, refund the fare for the unused transportation, or provide a credit for such amount toward the purchase of future travel.
- (6) **Schedules and Operations.** Eastern will make every reasonable effort to transport Passengers and their baggage to their destination in accordance with published schedules; nevertheless, published schedules, flight times, aircraft types, seat assignments, and similar details reflected in the Confirmed Reservation or Eastern's published schedules are **not** guaranteed and form no part of this contract. Eastern may in its sole discretion substitute alternate aircraft, change its schedules, delay or cancel flights, change seat assignments, and alter or omit stopping places shown on the Confirmed Reservation for various operational reasons. Eastern's sole liability in the event of such changes is set forth in Sections 7, 8, and 9.

c. Voluntary Changes to Confirmed Reservations

- (1) **24 Hour Rule Changes.** Passengers wishing to change their Confirmed Reservation may cancel their purchase of a Confirmed Reservation in accordance with the 24-Hour Rule outlined in Section b (1) and book a new Confirmed Reservation.
- (2) **Change Fee.** A Passenger may request a Voluntary Change to their Confirmed Reservation by contacting the issuing travel agent or Eastern. Changes to a non-refundable Confirmed Reservation may be subject to a Change Fee in accordance with Eastern's schedule of Baggage and Other Fees and as indicated in fare rules associated to the fare purchased. If the fare increases, Eastern will also collect the difference between the original fare and the newly purchased fare. If the fare declines, the Passenger is not entitled to a refund on a non-refundable Confirmed Reservation.
- (3) **No-Show Forfeiture of Funds.** Voluntary Changes to Confirmed Reservations on non-refundable fares will only be processed until one-hour prior to scheduled departure. In the event a Passenger with a non-refundable Confirmed Reservation does not request a Voluntary Change at least one-hour prior to departure (i.e. a "No-Show"), any funds related to the Confirmed Reservation are forfeited, and the Passenger has no right to future Carriage related to this Confirmed Reservation.

5. CHECK-IN

a. Boarding Passes

- (1) **General.** Boarding Passes may be obtained:
 - (i) Online through Eastern's website
 - (ii) Check-In kiosks (where available)
 - (iii) Skycap podiums (where available)
 - (iv) Eastern airport ticket counters
- (2) **Standby Travel.** Boarding Passes for Standby Passengers are available for issuance only at Eastern airport ticket counters.
- (3) **Invalid Boarding Passes.** A Boarding Pass that has been altered, mutilated, or improperly issued shall not be valid and will not be accepted by Eastern.
- (4) **Transferability.** Boarding Passes are non-transferable. Eastern is not liable to the holder of a Boarding Pass for use of such Boarding Pass when presented by a person other than the person to whom it was issued. If a Boarding Pass is used by a person other than the person to whom it was issued, Eastern 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.

c. Check-in Requirements

- (1) Passenger should arrive at the airport 3 hours before scheduled flight departure.
- (2) Passengers must check-in for a flight at least 60 minutes prior to the scheduled flight departure. Failure to check in within the allowed timeframe may result in cancellation of the Passenger's reservation without notice at the Eastern's sole discretion.
- (3) **30-Minute Rule.** Failure of a Passenger to obtain a Boarding Pass and be present, available, as described in Article 6 for boarding in the flight's boarding gate area at least thirty (30) minutes before the scheduled departure time may result in cancellation of the Passenger's reservation without notice at the Eastern's sole discretion.

6. **ACCEPTANCE OF PASSENGERS**

a. Refusal to Transport

- (1) **General.** Eastern may, in its sole discretion, refuse to transport, or may remove from an aircraft at any point, any Passenger in any of the circumstances listed below. The fare of any Passenger denied transportation or removed from Eastern's aircraft en route under the provisions of this Article will be refunded in accordance with Section 9 of this *Contract of Carriage*. The sole recourse of any Passenger refused transportation or removed en route will be the recovery of the refund value of the unused portion of his Confirmed Reservation. Under no circumstances shall Eastern be liable to any Passenger for any type of special, incidental, or consequential damages.
- (2) **Safety.** Whenever such action is necessary, with or without notice, for reasons of aviation safety. This includes a zero tolerance policy for unruly passengers. An unruly passenger is a passenger who fails to respect the rules of conduct at an airport or on board an aircraft or to follow the instructions of the airport staff or crew members and thereby disturbs the good order and discipline at an airport or on board the aircraft.
- (3) **Force Majeure Event.** Whenever advisable due to Force Majeure Events outside of Eastern's control, 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 Eastern's service, mechanical difficulties by entities other than Eastern, 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 Eastern.
- (4) **Government Request or Regulation.** Whenever such action is necessary to comply with any Federal Aviation Regulation or other applicable government regulation, or

to comply with any governmental request for emergency transportation in connection with the national defense.

- (5) **Interference with Flight Crew.** Passengers who interfere or attempt to interfere with any member of the flight crew in carrying out its duties.
- (6) **Search of Passenger or Property.** Any Passenger who refuses to permit the search of his person or property by Eastern or an authorized government agency for explosives, hazardous materials, contraband, or concealed, deadly, or dangerous weapons or articles.
- (7) **Proof of Identity.** Any Passenger who refuses upon request to produce positive identification acceptable to the Eastern.
- (8) **Incompatible Medical Requirements.** Eastern will refuse to transport persons requiring the following medical equipment or services, which either are not authorized or cannot be accommodated on Eastern's aircraft: medical oxygen for use onboard the aircraft except FAA-approved and Eastern accepted Portable Oxygen Concentrators (POCs), incubators, medical devices requiring electrical power from the aircraft, or travel on a stretcher.
- (9) **Comfort and Safety.** Eastern may refuse to transport, or remove from the aircraft at any point, any Passenger in any of the circumstances listed below as may be necessary for the comfort or safety of such Passenger or other Passengers and crew members:
 - (i) Persons engaging in disorderly, abusive, offensive, threatening, intimidating, or violent behavior prior to departure or on board the aircraft.
 - (ii) Persons who are barefoot and older than five years of age, unless required due to a disability.
 - (iii) Persons who are unable to occupy a seat with the seatbelt fastened.
 - (iv) Persons who appear to Eastern to be intoxicated or under the influence of drugs.
 - (v) Persons who are known by Eastern to have a communicable disease or infection and whose condition poses a direct threat as defined in 14 CFR § 382.3 to the health or safety of others.
 - (vi) Persons who have an offensive odor, unless caused by a disability.
 - (vii) Any person who cannot be transported safely for any reason.
 - (viii) Persons dressed in a lewd, obscene, or patently-offense manner.

- (10) **Weapons.** Persons who wear or have on or about their person concealed or unconcealed deadly or dangerous weapons; provided, however, that Eastern will carry Passengers who meet the qualifications and conditions established in 49 CFR § 1544.219.
- (11) **Prisoners.** Prisoners (persons charged with or convicted of a crime) under escort of law enforcement personnel; other persons in the custody of law enforcement personnel who are being transported while wearing manacles or other forms of restraint; persons brought into the airport in manacles or other forms of restraint; persons who have resisted escorts; or escorted persons who express to Eastern an objection to being transported on the flight.
- (12) **Non-Smoking Policy.** Persons who are unwilling or unable to abide by Eastern's non-smoking rules, and federal laws prohibiting smoking onboard the aircraft as established in 49 USC § 41706.
- (13) **Misrepresentation.** Persons who have made a misrepresentation, which becomes evident upon arrival at the airport, and the misrepresentation renders the Person unacceptable for Carriage.
- (14) **Contract of Carriage Provisions.** Persons who have knowingly violated material provisions of the Eastern Contract of Carriage may be denied transportation at Eastern's sole discretion.
- (15) **Prohibition on Solicitation.** Persons who refuse to comply with instructions given by Eastern prohibiting the solicitation of items for sale or purchase, including airline transportation, reduced-rate travel passes, or travel award certificates.

b. Carriage of Children

- (1) **Accompanied Minor Children.**
 - (i) **Children younger than fourteen (14) years old.** Eastern will not transport children who have not reached their fourteenth birthday unless accompanied by a Passenger at least 14 years old.
 - (ii) **Unaccompanied Minor Service.** Children aged 6 to 14 may travel alone provided they do so under Eastern's Unaccompanied Minor Service. Children aged 15 to 17 may travel under Eastern's Unaccompanied Minor Service at the Guardian's request.
 - (iii) **Infants.** One child, an Infant-in-Arms, less than 2 years but at least 7 days old, not occupying a seat may travel with his/her parent or legal guardian who is also an Adult Passenger at no additional charge. Additional infants, and infants occupying a seat, must pay the applicable adult fare. A maximum of 2 infants is permitted for each Adult Passenger

- (2) **Unaccompanied Minor Service.**
- (i) **General Policy and Responsibilities of Eastern.** Under its Unaccompanied Minor Service program, Eastern will supervise the child passenger from the time of boarding until the child is met at the stop over point or destination. Eastern will not assume any financial or guardianship responsibilities for unaccompanied children beyond those applicable to an adult passenger. Eastern will require the responsible party taking custody of the unaccompanied minor upon arrival to provide documentation establishing their identity and Eastern reserves the right to refuse to release an unaccompanied child to anyone other than the pre-designated party. Eastern requires that a parent or responsible adult accompany the child until boarding and that this adult provide the name, telephone number, and address of the party meeting the child at the transfer point or final destination. Eastern personnel cannot administer medicine to children flying alone.
 - (ii) **Children younger than six (6) years old.** Eastern will not accept for Carriage any child younger than 6 unless he or she is accompanied by a Passenger aged 14 or older.
 - (iii) **Children 7 through 13 years old.** Unaccompanied children aged 7 through 13 old inclusive, will be required to use Eastern's Unaccompanied Minor Service and pay the applicable fee listed in Eastern's schedule of Baggage and Other Fees. Unaccompanied children will be accepted for Carriage by Eastern provided the child has a Confirmed Reservation, is not travelling on the same flight(s) with a Passenger 14 years or older, and the flight on which he or she travels does not require a change of aircraft or flight number. However, unaccompanied children holding reservations for travel may not board a flight if Eastern concludes that weather conditions or other operational factors are likely to prevent the aircraft from reaching the child's final destination.
 - (iv) **Child drop off and pick up.** The parent or guardian who brings an unaccompanied minor child to the departure airport will be required to remain at the departure gate until the flight is airborne. Eastern will not permit the unaccompanied child to board the aircraft until the child's guardian furnishes Eastern with documentation (a duplicate of which must be in the child's possession) identifying the parent or guardian that will be taking custody of the child upon arrival and deplaning at the destination airport. The parent or guardian meeting the child at his or her destination will be required to present a valid government-issued photo ID and sign a form acknowledging that they have taken custody of the child.
- (3) **Service** Eastern's fees for its Unaccompanied Minor Service program are provided in its schedule of Baggage and Other Fees.
- (4) **Child Restraint Devices.** Unless unoccupied seats are available on a flight, Eastern requires that passengers purchase a seat for each child traveling on its aircraft and that

children be seated in FAA-approved child restraint systems. Restraints approved for use by FAA will be marked with the following language – “FAA Approved in Accordance with 14 CFR 21.8(d), Approved for Aircraft Use Only” or “FAA Approved in Accordance with 14 CFR 21.305(d), Amd 21.50 6-9-1980, Approved for Aircraft Use Only.” To ensure passengers purchase FAA-approved restraints and understand how to operate them, Eastern strongly recommends that passengers visit the FAA’s webpage on flying with children at https://www.faa.gov/travelers/fly_children/. Child restraint devices will be considered as items of carry-on Baggage counting toward the adult Passenger’s carry on allowance, unless the child has his own Confirmed Reservation and a seat for use of the CRD.

- (5) **International Travel.** It is the responsibility of the parent or guardian to ensure the legal requirements for international travel by minors, whether accompanied and unaccompanied, are complied with for both the origin and destination country. Additional information is available at www.goeasternair.com.

c. Carriage of Passengers with Disabilities

- (1) Eastern will make every effort to accommodate a Person with a Disability and will not refuse to transport a person solely based on the person’s disability, except as permitted or required by law. Once advised that a person with a disability is Self-Reliant, Eastern shall not refuse such passenger transportation on the basis that the Person with a Disability is not accompanied by a Safety Assistant or based on the assumption that the passenger may require extraordinary assistance from airline employees in meeting the passenger’s needs. Pursuant to 14 CFR § 382.113, Eastern is unable to provide certain extensive inflight special services such as assistance in eating, assistance with elimination functions in the lavatory or at the Passenger’s seat, or provision of medical services. Eastern may require, at its sole discretion, pursuant to 14 CFR § 382.29, that a Qualified Individual with a Disability be accompanied by a Safety Assistant as a condition of being provided air transportation in the following circumstances:
- (i) When the Passenger is unable to comprehend or respond appropriately to safety instructions from Eastern, including the safety briefing required by 14 CFR §§ 121.571(a)(3) and (a)(4) because of a mental disability;
 - (ii) When the Passenger has a mobility impairment so severe that the Passenger is unable to physically assist in his or her own emergency evacuation of the aircraft; or
 - (iii) When the Passenger has both severe hearing and severe vision impairments that prevent the Passenger from establishing a means of communication with Eastern in order to permit transmission of the safety briefing required by 14 CFR §§ 121.571 (a)(3) and (a)(4).

If Eastern determines, in its sole discretion, that an individual meeting the criteria above must travel with a Safety Assistant and the individual disagrees and believes he is capable of traveling independently, Eastern will not charge the individual for Carriage of a Safety Assistant of Eastern's choosing. If a seat is not available for the Safety Assistant and the individual with a disability is unable to travel on the flight, the individual will be eligible for denied boarding compensation. For purposes of determining whether a seat is available, the safety assistant shall be deemed to have checked in at the same time as the individual with the disability.

- (2) **Medical Certificate.** If Eastern concludes there is reasonable doubt that a passenger can complete their flight safely without requiring extraordinary medical assistance during flight, Eastern may require submission of a medical certificate as a condition of providing the passenger with transportation. A medical certificate is a written statement from a doctor asserting that an individual is capable of completing a flight safely, without requiring extraordinary medical assistance during flight. The medical certificate must be dated within 10 days of the guest's departure flight.
- (3) **Assistive Devices.** Mobility and other assistive devices used by a Qualified Individual with a Disability may be carried in the aircraft cabin in addition to the carry-on Baggage allowance. When necessary, Eastern will provide assistance in loading, stowing, and retrieving carry-on items, including assistive devices. Eastern will also assemble and disassemble wheelchairs without charge that will be stored in the aircraft cabin during flight. If the device cannot be carried in the Passenger cabin in accordance with FAA regulations, the device will be checked and carried free of charge in addition to the free Baggage allowance. No oversize or excess weight charges will be assessed. Assistive devices not for the personal use of the Passenger will be conditionally accepted and may be subject to oversized or overweight charges as described in Section 7(f).
- (4) **Manual Wheelchairs.** To the extent permitted by space and facilities, Eastern will permit a passenger using a manually operated wheelchair to remain in the wheelchair: 1) until the passenger reaches the boarding gate; 2) while the passenger is moving between the terminal and the aircraft door; and 3) while the passenger is moving between the terminal and the aircraft.
- (5) **Limitation of Liability.** Eastern's liability with respect to damage to or loss of mobility and other assistive devices shall not exceed the documented original purchase price of the assistive device pursuant to 14 CFR § 382.131. Eastern will also compensate the Passenger for other reasonable expenses incurred as a direct result of the loss of, damage to, or delayed delivery of the mobility or assistive device.
- (6) **Seating.** When a person identifies the nature of his or her disability, Eastern will, to the extent possible, accommodate the passenger with a seat assignment that suits the passenger's needs, including seating the passenger together with any Safety Assistant or Personal Attendant traveling with the passenger. Persons with a disability will not be prohibited from occupying seats in designated emergency exit rows, except to the extent required by law.

d. Carriage of Animals

- (1) **International Travel.** Eastern retains the right, at its sole discretion, to refuse to transport any pet that has not been cleared and processed before travel. Documentation and further information will be required at the time of booking.
- (2) **Documentation and International Animal Travel Regulations.** Passengers should understand all regulations and documentation required to carry pets across borders, including required health certificates and other documentation, import/export regulations, and other matters. Passenger agrees to indemnify Eastern against liability resulting from a pet being denied entry to a foreign country.
- (3) **Pets**
 - (i) **Pets Allowed in the Cabin.** Eastern accepts small domestic cats and dogs that have been vaccinated and are at least eight weeks old and contained in a pet carrier. Each pet must be accompanied by a Passenger and Passengers may not travel with more than one pet. Passengers subject to the Unaccompanied Minor Service may not travel with a pet. Eastern reserves the right to limit the number of pets carried on an aircraft to six. Pets are accepted on a first-come, first-served basis.
 - (ii) **Pet Carriers.** All pets in the cabin must be carried in an appropriate pet carrier and remain in the carrier at all times (including head and tail) while in the gate area, during boarding/deplaning, and while onboard the aircraft. The carriers must be leakproof and well-ventilated, and the pet(s) must be able to stand up and move around the carrier with ease. The carrier must comply with the Carry-On Baggage size requirements outlined in Section 7(a), be small enough to fit under the seat in front of the Passenger and must remain stowed under the seat in front of the Passenger during the entire duration of the flight. The Pet Carrier is counted as Carry-On Baggage, and related provision of Section 7(a) apply. Passengers traveling with a pet may not occupy an exit row seat or a seat with no forward under seat stowage.
 - (iii) **Pet Fares.** All occupied pet carriers are subject to the applicable fee listed in Eastern's schedule of Baggage and Other Fees. Pet reservations can only be booked by calling the Eastern. The pet fare must be collected at the airport ticket counter, is nonrefundable, and may not be applied toward future travel if unused. Passenger traveling with a pet must check the pet in at the airport ticket counter and pay the pet fare before proceeding to the departure gate.
 - (iv) **Pets Incompatible with Air Travel.** Eastern retains the right, at its sole discretion, to refuse to transport any pet that exhibits aggressive behavior or any other characteristics that appear to Eastern to be incompatible with air travel at the airport, in the boarding gate area, or onboard the aircraft. The pet(s) must be healthy, harmless, inoffensive, odorless, and require no

attention during the flight. If the pet becomes ill during the flight, oxygen or other first aid procedures will not be administered. In the event of an emergency, an oxygen mask will not be available for the pet. Eastern assumes no liability for the health or well-being of carry on pets.

- (v) **No Pets Carried in Cargo Compartment.** Eastern will not transport pets in the aircraft cargo compartments.

(4) **Service Animals**

- (i) Eastern permits fully trained service dogs, cats, or miniature horses used by a Qualified Individual with a Disability to accompany the Passenger onboard the aircraft at no charge.
- (ii) Evidence that an animal is a service animal may consist of the presentation of identification cards, tags, or other written documentation; the presence of harnesses or markings on harnesses; or the credible verbal assurances of the Qualified Individual with a Disability using the assistance animal.
- (iii) Eastern will permit a service animal to accompany a Qualified Individual with a Disability, unless Eastern determines in its sole discretion that the animal obstructs an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation or the animal poses a safety risk to Passengers and/or the flight crew. Service animals may not occupy a seat.
- (iv) A trained service animal accompanied by a trainer will be permitted to travel aboard Eastern's aircraft only if the animal is being delivered to the domicile of an individual with a disability who either owns or, upon delivery, will take immediate ownership of the animal for that individual's personal use. No charge will be assessed for Carriage of a trained service animal being delivered to the domicile of the animal's owner under such circumstances.
- (v) Service animals in training will not be accepted by Eastern for transport under this section. Passengers wishing to transport service animals in training may be permitted to do so in accordance with Section 6(d)(2).
- (vi) Eastern retains the right, in its sole discretion, to refuse to transport any service animal exhibiting or known to have exhibited aggressive behavior or any other characteristics that appear incompatible with air travel. Furthermore, DOT regulations explicitly exempt Eastern from transporting snakes, other reptiles, ferrets, rodents, and spiders in the cabin of its aircraft as service animals.
- (vii) Local laws and regulations at a Qualified Individual's final or intermediate destination(s) may apply and impose further requirements or restrictions. Qualified Individuals assume full responsibility for compliance with all governmental laws and regulations, including but not limited to, health

certificates, permits and vaccinations required by the country, state, or territory from and/or to which the assistance animal is being transported. Eastern is not liable for any assistance or information provided by the Eastern or any employee or agent thereof to any Qualified Individual relating to compliance with such laws and regulations. Subject to applicable laws and regulations, a Qualified Individual is solely responsible for any expenses incurred or any consequences resulting from his or her failure to comply with applicable laws and regulations. Eastern expressly reserves the right to seek reimbursement from a Qualified Individual for any loss, damage, or expense suffered or incurred by Eastern resulting from such Qualified Individual's failure to comply with applicable laws and regulations.

(5) Emotional Support Animals

- (i) Eastern permits one emotional support dog or cat used by a Qualified Individual to accompany the Passenger onboard the aircraft at no charge.
- (ii) A Qualified Individual traveling with an Emotional Support Animal must provide current documentation of the requested accommodation that is acceptable to the Eastern, as outlined 14 CFR § 382.117(e).
- (iii) Eastern will permit an Emotional Support Animal to accompany a Qualified Individual, unless Eastern determines in its sole discretion that the animal obstructs an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation or the animal poses a safety risk to Passengers and/or the flight crew. The Emotional Support Animal must be in a carrier that can be stowed under the aircraft seat or on a leash at all times while in the airport and onboard. An Emotional Support Animal may not occupy a seat or extend beyond the footprint of the Passenger's seat.
- (iv) Eastern retains the right, in its sole discretion, to refuse to transport any Emotional Support Animal exhibiting or known to have exhibited aggressive behavior or any other characteristics that appear incompatible with air travel.
- (v) Local laws and regulations at a Qualified Individual's final or intermediate destination(s) may apply and impose further requirements or restrictions. Qualified Individuals assume full responsibility for compliance with all governmental laws and regulations, including but not limited to, health certificates, permits and vaccinations required by the country, state, or territory from and/or to which the assistance animal is being transported. Eastern is not liable for any assistance or information provided by the Eastern or any employee or agent thereof to any Qualified Individual relating to compliance with such laws and regulations. Subject to applicable laws and regulations, a Qualified Individual is solely responsible for any expenses incurred or any consequences resulting from his or her failure to comply with applicable laws and regulations. Eastern expressly reserves the right to seek reimbursement from a Qualified Individual for any loss, damage, or expense

suffered or incurred by Eastern resulting from such Qualified Individual's failure to comply with applicable laws and regulations.

(6) **Law Enforcement and Search and Rescue Dogs**

- (i) **Law Enforcement and Search and Rescue Dogs Allowed in the Cabin.** Eastern accepts fully-trained law enforcement service dogs trained in explosives or drug detection (or other specific functions) and search and rescue dogs for transportation, without charge, when accompanied by their respective handlers on official business.
- (ii) **Documentation.** Each Passenger traveling with a law enforcement or search and rescue dog must present a letter of mission and a copy of the animal's certification.
- (iii) Law enforcement and search and rescue animals in training will not be accepted by Eastern for transport under this section. Passengers wishing to transport Law Enforcement and Search and Rescue Dogs in training may be permitted to do so in accordance with Section 6(d)(2).
- (iv) **Law Enforcement and Search and Rescue Dogs Incompatible with Air Travel.** Eastern retains the right, at its sole discretion, to refuse to transport any dog that exhibits aggressive behavior or any other characteristics that appear to Eastern to be incompatible with air travel at the airport, in the boarding gate area, or onboard the aircraft.
- (v) **No Law Enforcement or Search and Rescue Dogs Carried in Cargo Compartment.** Eastern will not transport law enforcement or search and rescue dogs in the aircraft cargo compartments.

7. **BAGGAGE**

a. Carry-on Baggage

- (1) **General.** Eastern, in its sole discretion, will determine whether or not any Baggage, because of its weight, size, contents, or character, may be carried in the Passenger cabin of the aircraft. All carry-on Baggage must be stowed underneath a seat or in an overhead bin.
- (2) **Responsibility of Passenger.** Carry-on Baggage is the sole responsibility of the Passenger.
- (3) **Allowable Carry-on Baggage.** In accordance to the fare rules outlined in Section 3(b) of this *Contract of Carriage*, passengers are restricted to one item of carry-on Baggage (e.g., roller bag, garment bag, tote bag,) not to exceed 22 pounds / 10 kilograms and not to exceed external dimensions of 9" x 14" x 22" / 23 cm x 36 cm x 56 cm plus one smaller personal-type item (e.g., purse, briefcase, laptop computer case, backpack, small camera), provided that such items are capable of being carried

onboard the aircraft by one Passenger without additional assistance, unless the Passenger requires assistance due to a disability, and are capable of being stowed under a seat or in an overhead compartment. Sizing boxes with 9" x 14" x 22" dimensions are located at many of Eastern's curbside check-in locations, ticket counters, departure gates, boarding locations, and on many jet bridges. Eastern reserves the right to further restrict the number of carry-on items.

- (i) A roller bag that otherwise would meet the 9" x 14" x 22" / 23 cm x 36 cm x 56 cm dimensions if the wheels were removed will be accepted.
 - (ii) Oversized articles of reasonable carry-on size that protrude from only one side of the sizing box and, because of their fragile nature, would be at greater than normal risk of damage if carried in the cargo hold (e.g., small musical instruments, blueprints, map tubes, fishing poles, artwork, media cameras/video equipment) are considered personal-type items and may be carried in the Passenger cabin if remaining onboard space permits and the item fits in an overhead bin without depriving other Passengers of sufficient overhead bin space.
- (4) **Outerwear.** In addition to the carry-on Baggage allowance provided herein, a coat, jacket, wrap, or similar outer garment may be carried onboard the aircraft.
- (5) **Instruments and Equipment.** The following conditions apply to acceptance for Carriage in the cabin of large musical instruments and electronic, computer, audio/video, or other equipment and parts thereof, the size or shape of which prevents such instruments or equipment from being handled as normal carry-on Baggage:
- (i) The instrument or equipment must be contained in a case.
 - (ii) A reservation must be made for the instrument or equipment at a charge no greater than the lowest fare for each seat used.
 - (iii) The instrument or equipment must be secured in the first window seat aft of a floor to ceiling bulkhead.
- (6) Eastern, at its sole discretion, will not transport items of carry-on Baggage that it determines may be harmful or dangerous to a Passenger(s), the flight crew, or the aircraft.

b. Acceptance of Checked Baggage

- (1) General. Eastern, in its sole discretion, will accept personal property of the Passenger as Baggage subject to the following conditions:
- (i) Eastern will refuse to accept Checked Baggage for transportation on a flight if the Passenger does not have a Confirmed Reservation for transportation on that same flight.

- (ii) Eastern will only accept Checked Baggage for transportation if it and its contents can withstand ordinary handling, and if its weight, size, and character render it suitable for transportation on the particular aircraft on which it is to be carried, unless the Passenger agrees to assume the risk of checking the Baggage and the Eastern conditionally accepts it pursuant to Section 7(h).
- (iii) Each piece of Checked Baggage tendered to Eastern must have a current identification tag or label with the Passenger's name, address, and telephone number.
- (iv) With the exception of wheelchairs, mobility aids, and other assistive devices used by a Qualified Individual with a Disability, Eastern will not accept as Checked Baggage any item which exceeds the following Maximum Weight and Maximum Dimensions:
 - i Maximum Weight: 100 pounds / 45 kilograms.
 - ii Maximum Dimensions: Outside linear measurements (i.e., the sum of the greatest outside length plus height plus width) that exceed 90 inches / 230 centimeters.
- (v) Eastern will not accept Checked Baggage to any point other than the final destination contained in the Passenger's Confirmed Reservation.
- (vi) Eastern will not accept Checked Baggage that, because of its nature, contents, or characteristics (*e.g.*, sharp objects, paint, corrosives, or other hazardous materials prohibited by U.S. Department of Transportation Hazardous Materials Regulations), might cause injury to Passengers or Eastern, damage to aircraft or other equipment, or damage to other Baggage.
- (vii) Eastern will not accept Checked Baggage that it determines cannot safely be carried in the Baggage compartment of the aircraft for any reason.
- (viii) Eastern complies with DOT Hazardous Materials Regulations and will not transport hazardous material included herein but not limited to: Adhesives, Aerosols, batteries, burning gel or paste, camping fuel, engine with residual fuel, fireworks, gasoline, lighter fluid, lighters butane, matches, paints and solvents, scuba tanks pressurized, sealants and flares.

c. Surveillance and Inspection of Baggage

All Baggage tendered to Eastern for transportation is subject to electronic and physical surveillance and inspection by Eastern and/or authorized government agencies with or without Passenger's consent.

d. Checking of Baggage

- (1) Eastern will not accept or hold Baggage from a Passenger on day of travel at Eastern's airport ticket counter or curbside check-in locations (where available) if tendered to Eastern earlier than four hours in advance of flight departure time.
- (2) Where available, Baggage may be accepted at an earlier time at authorized offsite Baggage check-in facilities.
- (3) Baggage must be checked at Eastern's airport ticket counter or curbside check-in locations (where available) at least 60 minutes prior to the flight's scheduled departure time, except where a longer requirement applies as noted in Section 7(i)(4).
- (4) Baggage checked in less than 60 minutes prior to a flight's scheduled departure time, or longer as noted in 7(i)(2), will be accepted as late-Checked Baggage. Eastern will make reasonable efforts, but cannot guarantee, late-Checked Baggage will be transported on the same aircraft the Passenger's is traveling on, and Eastern will not assume responsibility for delivery charges if such Baggage arrives at the Passenger's destination on a subsequent flight as described in 7(i)(4).

e. Checked Baggage Allowance

- (1) **General.** In accordance to with the fees and limitations established in Eastern's Baggage and Other Fees, fare rules, Maximum Weight and Dimensions established in Section 7(b), and other rules contained herein, Eastern will transport a maximum of 6 Checked Bags per Passenger. Fees will be assessed as determined in Eastern's Baggage and Other Fees, and may vary depending on fare purchased, weight, linear dimensions, and number of checked bags.
- (2) **Military Baggage Allowance.** Military Passengers traveling on active duty or permanent change of station (PCS) orders will be exempt from the excess, oversize, or overweight Baggage charges, provided that none of the pieces of Baggage exceeds the Maximum Weight and Dimensions established in Section 7(b).
- (3) **Travel Equipment for Infants and Small Children.** One stroller and one Child Restraint Device (car seat) per fare-paying Passenger will be conditionally accepted as provided in Section 7(h) without charge and will not count toward a Passenger's free Checked Baggage allowance.
- (4) **Firearms.** Eastern will not accept assembled firearms and ammunition for transportation on flights other than entirely within the United States. Eastern, in its sole discretion, may allow firearms on domestic flights, subject to the size and weight specifications contained in this *Contract of Carriage*.
 - (i) **General.** Firearms (*e.g.*, sport rifles, shotguns, and handguns) may be transported as Checked Baggage, so long as they are unloaded and encased in a hard sided, locked container acceptable to Eastern for withstanding normal Checked Baggage handling without sustaining damage to the firearm, with the Passenger retaining possession of the key or combination to the container lock.

- (ii) **Ammunition.** Small arms ammunition intended for sport or hunting will be accepted only if carried within sturdy Checked Baggage and in the manufacturer's original container or an equivalent fiber, wood, or metal container specifically designed to carry ammunition and providing for sufficient cartridge separation. Magazines and clips containing ammunition must be securely packaged so as to protect the cartridge primers. Eastern will accept no more than 300 rounds of pistol (rim fire) ammunition, 120 rounds of rifle (center fire) ammunition, or 150 shotgun shells per Passenger, with a total gross weight of the ammunition plus containers not to exceed 11 total pounds per Passenger.
 - (iii) **Gun Boxes.** Gun boxes designed to hold no more than two sporting rifles, shotguns or handguns are exempt from oversize Baggage charges; however, they will be subject to excess Baggage and weight charges if applicable.
- (5) **Sporting Equipment.** Any of the items listed below may be checked in substitution of one piece of the free Checked Baggage allowance for each Passenger at no charge on a one-item-for-one-bag basis. Such Sporting Equipment may not exceed the Maximum Weight and Dimensions established in Section 7(b). Fees may be assessed in accordance with Eastern's Baggage and Other Fees based on the fare purchased, weight, dimensions, and number of Checked Bags.
- (i) **Archery equipment**, including a bow, arrows, and an average size target (large target stands cannot be accepted), so long as the bow and arrows are encased in a container acceptable to Eastern for withstanding normal Baggage handling without sustaining damage to the equipment.
 - (ii) **Baseball/Softball equipment**, including one bag generally consisting of four bats, one helmet, one pair of cleats, one uniform, one glove, and one pair of batting gloves. The catcher may have additional equipment.
 - (iii) **Boogie or knee board.**
 - (iv) **Bowling bag**, including ball(s) and shoes.
 - (v) **Bicycles** (defined as nonmotorized and having a single seat) properly packed in a hard-sided bicycle box that fall within the dimensions and weight limits established for normal Checked Baggage, (*i.e.*, 62 inches or less in overall dimensions and less than 50 pounds in weight). Pedals and handlebars must be removed and packaged in protective materials so as not to be damaged by or cause damage to other Baggage. Bicycles packaged in cardboard or soft-sided cases will be transported as conditionally accepted items as outlined in Section 7(h).

- (vi) **Fishing tackle box and fishing rod**, so long as the rod is encased in a cylindrical fishing rod container suitable to Eastern for withstanding normal Checked Baggage handling without sustaining damage to the rod.
- (vii) **Golf bag** in hard-sided golf bag carrying case provided by Passenger, including clubs, balls, and shoes. Hooded golf bags or golf bags in a soft-sided carrying case provided by the Passenger will be conditionally accepted as outlined in Section 7(h).
- (viii) **Hockey and/or lacrosse stick(s)**, two hockey sticks taped together and one hockey equipment bag generally consisting of hockey pads, helmets, pants, jersey, gloves, and skates.
- (ix) **Kiteboard**.
- (x) **Scuba equipment**, provided air tanks are empty and all accompanying equipment (*e.g.*, BCD, weight belt, one regulator, one tank harness, one tank pressure gauge, one mask, two fins, one snorkel, one knife, and one safety vest) are encased together in a container acceptable to Eastern.
- (xi) **Skateboard**.
- (xii) **Snow ski equipment, including skis or snowboards, ski boots, and ski poles**, including one pair of skis or one snowboard, one set of poles, and one pair of ski/snowboard boots encased in a container(s) acceptable to Eastern.
- (xiii) **Water ski equipment** encased in a container(s) acceptable to Eastern and including no more than one pair of water skis and one life preserver.

f. Baggage Fees

- (1) **Baggage Fees.** Each piece of Baggage is subject to fees in accordance with Eastern's Baggage and Other Fees schedule. The Fee schedule in effect at the time of purchase, and certain attributes of the Confirmed Reservation and Baggage will determine the fees. Attributes include the Fare Class purchased, and size, dimensions, and number of pieces of Baggage the Passenger wishes to carry.
- (2) **Prohibited Baggage.** Checked Baggage in excess of the Maximum Weight or Maximum Dimensions established in Section 7(b) are prohibited. Baggage in excess of 6 pieces per Passenger is prohibited. Any Baggage which contains restricted hazardous materials is prohibited.

g. Special Items

The items listed below shall be acceptable for Carriage as Checked Baggage upon the Passenger's compliance with the special packing.

- (1) **Bicycles** (defined as nonmotorized and having a single seat) properly packed in a bicycle box or hard sided case within the Maximum Weight and Dimensions defined in Section 7(b) will be accepted as Checked Baggage. Pedals and handlebars must be removed and packaged in protective materials so as not to be damaged by or cause damage to other Baggage. Bicycles packaged in cardboard or soft sided cases will be transported as conditionally accepted items as outlined in Section 7(h).
- (2) **Camera, film, video, lighting, and sound equipment** will be accepted when tendered by representatives of network or local television broadcasting companies or commercial film-making companies. A charge will be applied for each item in excess of the free Baggage allowance.
- (3) **Javelins** in a single bag, regardless of the number of javelins encased together, will be accepted.

h. Conditional Acceptance

Eastern may, at its sole discretion, but is not obligated to, conditionally accept the following categories of items for Carriage as Checked Baggage subject to the Passenger's assumption of risk for damage to or destruction of such items. Checking items in the condition described below is considered by Eastern as Passenger's agreement to this assumption of risk.

- (1) Fragile or perishable items
- (2) Previously damaged items
- (3) Improperly or over-packed Baggage
- (4) Soft-sided cases or unprotected/unpacked items

i. Limitations of Baggage Liability for Domestic Flights

- (1) **General.** The liability, if any, of Eastern for loss of, damage to, or delay in the delivery of Checked or carry-on 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 Section 2 below for excess valuation limitations. Eastern will compensate the Passenger for reasonable, documented damages incurred as a direct result of the loss of, damage to, or substantially delayed delivery of such Baggage up to the limit of liability, provided the Passenger has exercised reasonable efforts and good judgment to minimize the amount of damage. Actual value for

reimbursement of lost or damaged property shall be determined by the documented original purchase price less depreciation for prior usage.

- (2) Eastern does not assume liability for claims of missing or damaged articles if a Passenger's Checked Baggage is not damaged, delayed, or lost.
- (3) Excess Valuation.
 - (i) The declared excess valuation for baggage shall not exceed One Thousand Two Hundred and Fifty Dollars (\$1,250.00) above the Three Thousand Five Hundred Dollar (\$3,500.00) limitation of Eastern's liability established by this Contract of Carriage, for a total maximum declared valuation of Four Thousand Seven Hundred and Fifty Dollars (\$4,750.00). Excess valuation coverage is not available for money; jewelry; photographic, video, and optical equipment; computers and other electronic equipment; computer software; silverware and china; fragile or perishable items; liquids; precious gems and metals; negotiable papers; securities; business or personal documents; samples; items intended for sale; paintings, artifacts, and other works of art; antiques; collectors' items; unique or irreplaceable items; heirlooms; research, experimental, and scholastic items and documents; manuscripts; furs; irreplaceable books or publications; and similar valuables.
 - (ii) When excess value is declared, the passenger's baggage and its contents may be inspected by Eastern's Employees. Such baggage must be checked, and excess valuation coverage will apply only to the point to which it is checked by Eastern and claimed by the passenger.
- (4) **Baggage Delivery.** Eastern will pay delayed Checked Baggage delivery charges only so long as such Baggage was tendered to Eastern by the Passenger at least 60 minutes prior to the scheduled departure time of the Passenger's first flight. If a Passenger's Baggage is tendered to Eastern less than 60 minutes prior to the scheduled departure of the Passenger's first flight, Eastern will make reasonable efforts, but cannot guarantee, to transport such Baggage on the Passenger's flights, and Eastern will assume no responsibility for delivery charges if such Baggage arrives at the Passenger's destination on a subsequent flight.
- (5) **Personal Property Carried Onboard Aircraft.** Except as otherwise provided in Section 8, Eastern assumes no responsibility and will not be liable for loss of or damage to personal property carried onboard an aircraft by a Passenger.
- (6) **High-Value Items Unsuitable for Checked Baggage.** Eastern assumes no responsibility for and will not be liable for money; jewelry; photographic, video, and optical equipment; computers and other electronic equipment; computer software; silverware and china; fragile or perishable items; liquids; precious gems and metals; negotiable instruments; securities; business or personal documents; samples; items intended for sale; paintings, artifacts, and other works of art; antiques; collectors' items; unique or irreplaceable items; heirlooms; research, experimental, and scholastic

items and documents; manuscripts; furs; irreplaceable books or publications; and similar valuables contained in carry-on or Checked Baggage. For the Passenger's protection, these items should not be transported in or as Checked Baggage.

- (7) **Normal Wear.** Eastern assumes no responsibility and will not be liable for loss of or damage to protruding parts of luggage and other articles of Checked Baggage, including, but not limited to, wheels, feet, pockets, hanger hooks, pull handles, straps, zippers, locks, and security straps. Furthermore, Eastern assumes no liability for defects in Baggage manufacture or for minor damage arising from normal wear and tear, such as cuts, scratches, scuffs, stains, dents, punctures, marks, and dirt.
- (8) **Previously Damaged Items.** Eastern assumes no responsibility and will not be liable for further damage to previously damaged items. Eastern may, but is not obligated to, conditionally accept previously damaged items as described in Section 7(h).
- (9) **Claims.** In the case of loss of, damage to, or substantial delay in delivery of Checked Baggage, a claim will not be entertained by Eastern unless the following steps are completed by Passenger:
- (i) In all cases, Passenger must notify Eastern of the claim and receive a Baggage report number not later than 24 hours after either: (1) arrival of the flight on which the loss, damage, or delay is alleged to have occurred or (2) receipt of the Baggage, whichever is applicable to the claim; and
 - (ii) In all cases, Passenger must submit either: (1) the completed Lost/Delayed Report Receipt form provided by Eastern or (2) a written correspondence that includes the Baggage report number to Eastern not later than 21 days after the occurrence of the event giving rise to the claim; and
 - (iii) In the case of lost Baggage, Passenger must also submit a completed Property Loss Claim form to Eastern. The form will be mailed to the Passenger upon receipt of written notice of the claim as stated in (7)(ii). The form must be completed and postmarked within 30 days of date of issue by Eastern.

8. INTERNATIONAL TRAVEL DOCUMENTS

g. Compliance with Applicable Laws

Passengers traveling on an international flights shall comply with all laws, regulations, orders, demands, or travel requirements of countries to be flown from, into, or through, and with Applicable Laws. Carrier is not liable for any assistance, instructions, or information given by Carrier to any passenger in obtaining necessary documents or complying with Applicable Laws, whether given orally or in writing, or for the consequences resulting from passenger's failure to obtain such documents or to comply with Applicable Laws.

h. Passports, Visas, and Other Required Documents

- (1) Each Passenger desiring transportation across any international boundary will be responsible for obtaining all necessary travel documents and for complying with all government travel requirements. The Passenger must present all exit, entry and other documents required by applicable laws, and, unless applicable laws do not permit it, shall indemnify Eastern for any loss, damage, or expense suffered or incurred by the Eastern from passenger's failure to do so. Eastern is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision. Carrier reserves the right to refuse carriage to any passenger who has not complied with applicable laws, regulations, orders, demands, or requirements or whose documents are not complete. Eastern shall be liable for any aid or information given by any agent or employee of such Carrier to any passenger in connection with obtaining such documents or complying with such laws, whether given orally or in writing or otherwise.
- (2) Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare whenever Eastern, on government order, is required to return a passenger to his point of origin or elsewhere due to the passenger's inadmissibility into or deportation from a country, whether of transit or of destination. The fare applicable will be the fare that would have been applicable had the original Confirmed Reservation designated the revised destination on the new Confirmed Reservation. Any difference between the fare so applicable and the fare paid by the passenger will be collected from or refunded to the Passenger as the case may be. Eastern may apply to the payment of such fares any funds paid by the passenger to Eastern for unused carriage, or any funds of the passenger in the possession of Eastern. The fare collected for carriage to the point of refusal or deportation will not be refunded by the Eastern, unless the law of such country requires that such fare be refunded.

c. Customs Inspection

If required, the Passenger must be present for the inspection of his baggage, checked or unchecked, by customs or other government officials. Eastern is not responsible to the Passenger if he or she fails to be present during the inspection. Passenger shall indemnify Eastern for any loss or damage resulting to Eastern due to passengers' failure to comply with or be present for such inspection.

d. Government Regulation

Eastern is not liable if it determines in good faith that applicable law requires that it refuse to carry a passenger.

e. Taxes and Other Government or Airport-Imposed Fees or Charges

Except as specifically provided to the contrary in any of our regulations that may govern a particular itinerary or fare, your fare excludes any taxes, or other government or airport-imposed service charges or transit taxes which may be assessed in transit. Any tax or other charge imposed by government or airport authority and collectable from a Passenger will be in addition to the published fares, fare-related taxes, and charges.

f. Meals, Hotels, and Other Travel Arrangements

Eastern does not provide ground transportation, airport meals, or other travel arrangements, your fare does not include ground transportation, airport meals, airport clubs, hotel stays, or any other expenses you may incur during your travel. If Eastern assists you with making any arrangements for these services, it is only as your agent, and Eastern is not liable for any loss, damage or expense you may incur in connection with these services (including any failure to provide them, or any incidents related to the services).

9. **INTERNATIONAL TRAVEL AND LIMITATION OF LIABILITY**

a. Application of Montreal Convention

Passengers traveling on an international flight including 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. Eastern reserves all defenses and limitations available under the Convention, including, but not limited to, the defense of Article 19 of the Convention, and the exoneration defense of Article 20 of the Montreal Convention. The limits of liability shall not apply in cases described in Article 22 (5) of the Montreal Convention. With respect to third parties, the Eastern reserves all right of recourse against any other person, including without limitation, the rights of contribution and indemnity.

b. Baggage

- (1) Any liability of Eastern for the proven amount of damage from destruction, loss, damage or delay is limited to a total of 1,288 Special Drawing Rights ("SDR") per passenger for all checked and unchecked baggage or other property, unless a higher value is declared in advance and additional charges are paid pursuant to Eastern's rules.
- (2) In the event that a higher value is declared in advance and additional charges are paid pursuant to Eastern's rules, the liability of Eastern shall be limited to such higher declared value. In no case shall Eastern's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of the amount of loss. Eastern shall not be liable for loss of revenue, time consequential or special damages, or other intangible expenses resulting from the loss, delay or damage to checked or unchecked baggage or other property.
- (3) Liability for destruction, loss or damage to checked baggage is limited to events that took place onboard the aircraft or while the baggage was under the charge of Eastern. However, Eastern is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. Eastern is not liable for loss, delay or damage to carry-on/unchecked baggage, including personal items, unless damage to

such baggage or items resulted from Eastern's fault or that of its servants or agents. Assistance rendered to the passenger by the Eastern's employees in loading or unloading unchecked baggage shall be considered as a gratuitous service to the passenger and does not transfer any liability for damage to Eastern.

c. Delay of Passengers

- (1) Liability of Eastern for the proven amount of damage caused by delay as specified in Article 19 of the Convention is limited to 5,346 SDR.
- (2) Eastern 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.
- (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, in addition to any limitation or defense recognized by a Court with proper jurisdiction over a claim.
- (4) Eastern reserves all defenses and limitations available under the Montreal Convention, to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of Article 20 of the Convention. Under the Montreal Convention, the liability of the Carrier for damage caused by delay is limited to 5,346SDR per passenger. The limits of liability shall not apply in cases described in Article 22 (5) of the Convention.

d. Death or Injury of Passengers

Eastern shall be liable under Article 17 of the 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) Eastern shall not be able to exclude or limit its liability for damages not exceeding 128,821 Special Drawing Rights for each passenger.
- (2) Eastern 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:
 - i. such damage was not due to the negligence or other wrongful act or omission of the Carrier or its servants or agents; or
 - ii. such damage was solely due to the negligence or other wrongful act or omission of a third party.
- (3) Eastern reserves all other defenses and limitations available under the Montreal Convention, to such claims including, but not limited to, the exoneration defense of Article 20 of the Montreal Convention.

- (4) With respect to third parties, Eastern reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.
- (5) Eastern 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.
- (6) Eastern shall not be liable for any death, injury, delay, loss or other damage of whatsoever nature (hereafter referred to collectively as “damage”) arising out of or in connection with carriage or other services performed by Eastern, unless such damage is proven to have been caused by the sole negligence or willful misconduct of Eastern and there has been no contributory negligence on the part of the Passenger.
- (7) Eastern shall not be liable for any damage arising out of Eastern’s compliance with any laws, government regulations, orders, rules, requirements or security directives or as a result of a Passenger’s failure to comply with such laws, government regulations, orders, rules, requirements or security directives or as a result of Passenger’s reliance on advice provided by Eastern regarding such laws, regulations, orders, rules, requirements or security directives.
- (8) Eastern shall not be liable for any punitive, consequential or special damages arising out of or in connection with carriage or other services performed by Eastern, whether or not Eastern had knowledge that such damage might be incurred.

d. Time Limitations on Claims and Actions

- (1) No claim or action shall lie in the case of damage of or loss to baggage unless the person entitled to delivery files an initial complaint with Eastern prior to leaving the arrival airport, or at the latest, within seven (7) days from the date of receipt of the baggage. Receipt by the person entitled to delivery of checked baggage without complaint is *prima facie* evidence that the baggage has been delivered in good condition.
- (2) No claim or action shall lie for delay of checked baggage unless a complaint is filed with the Eastern no later than twenty-one (21) days after the baggage has been made available to the person entitled to delivery
- (3) Any legal action premised on or related to claim of liability subject to the terms of the Convention must be commenced within two (2) years of the date of the incident. If the initial complaint is not provided within the time limitations set forth above and legal action is not commenced within two (2) years of the date of the incident, then the Eastern disclaims any and all liability arising from or relating to such incident.

10. SERVICE INTERRUPTIONS

a. Failure to Operate as Scheduled

- (1) **Cancelled Flights or Irregular Operations.** In the event Eastern cancels or fails to operate any flight according to Eastern's published schedule, or changes the schedule of any flight, Eastern will, at the request of a Passenger with a Confirmed Reservation on such flight, take one of the following actions:
 - (i) Transport the Passenger at no additional charge on Eastern's next flight(s) on which space is available to the Passenger's intended destination, in accordance with Eastern's established re-accommodation practices; or
 - (ii) Refund the unused portion of the Passenger's fare in accordance with Section (4)(c) above.

Diverted Flights. In the event Eastern diverts any flight, Eastern, at its sole discretion, will take reasonable steps to transport Passenger to his final destination or to provide reasonable accommodations. In the event unusually strong headwinds or other weather conditions mandate that a flight operated by Eastern divert in order to obtain sufficient fuel to satisfy FAA fuel reserve regulations and/or ensure safety of flight, Passenger acknowledges that the diverted flight shall continue to be treated as nonstop service for all regulatory, reporting, and legal purposes. The flight shall be considered nonstop whether the decision to divert was made en route or by Eastern flight planning personnel prior to departure and shall not give rise to any liability whatsoever on the part of Eastern.

- (2) **Flight Schedule Changes.** Flight schedules are subject to change without notice, and the times shown on Eastern's published schedules, Confirmed Reservations, and advertising are not guaranteed. At times, without prior notice to Passengers, Eastern may need to substitute other aircraft and may change, add, or omit intermediate stops. Eastern cannot guarantee that Passengers will make connections to other flights by the Eastern or by other airlines. In the event of flight schedule changes or service withdrawals, Eastern will attempt to notify affected Passengers as early as possible, and will be offered a full refund or, at Eastern's sole discretion, alternative transportation.
- (3) In the case of a cancellation or misconnection with a flight by Eastern, if rebooking options are available the following day, and the cancellation was the fault of Eastern, we may offer overnight hotel accommodations for non-local guests. However, if the cancellation or misconnection is caused by severe weather, delays imposed by Air Traffic Control, or other conditions beyond the control of Eastern (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), such accommodations will not be offered. No lodging will be provided to a guest on any flight which is delayed or canceled in the originating city on the guest's reservation.
- (4) **Limitation of Liability.** Except to the extent provided above in this Section 9(a), Eastern 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 Eastern service, mechanical difficulties by entities other than Eastern, restrictions on Eastern's operations imposed by Air Traffic Control, an inability to obtain fuel due to factors beyond Eastern's control, a lack of airport gates, labor, or suitable landing facilities for the flight in question or any fact not reasonably foreseen, anticipated or predicted by Eastern.

b. Denied Boarding Procedures

- a. The following definitions, as prescribed in 14 CFR § 250.1, pertain solely to the denied boarding compensation provisions of this Article:
- (i) **Airport** means the airport at which the direct or connecting flight on which the Passenger holds confirmed reserved space is planned to arrive, or some other airport serving the same metropolitan area, provided that the transportation to the other airport is accepted (*i.e.*, used) by the Passenger.
 - (ii) **Alternate transportation** means air transportation with a confirmed reservation at no additional charge, operated by a Eastern as defined below, or other transportation accepted and used by the passenger in the case of denied boarding.
 - (iii) **Class of service** means seating in the same cabin class such as First, Business, or Economy class, or in the same seating zone if Eastern has more than one seating product in the same cabin such as Economy and Premium Economy class.
 - (iv) **Confirmed reserved space** means space on a specific date and on a specific flight and class of service of a Eastern which has been requested by a passenger, including a passenger with a "zero fare Confirmed Reservation," and which the Eastern or its agent has verified, by appropriate notation on the Confirmed Reservation or in any other manner provided therefore by the Eastern, as being reserved for the accommodation of the passenger.
 - (v) **Fare** means the price paid for air transportation including all mandatory taxes and fees. It does not include ancillary fees for optional services.
 - (vi) **Stopover** means a deliberate interruption of a journey by the Passenger, scheduled to exceed four hours, at a point between the place of departure and the place of final destination.
 - (vii) **Zero fare Confirmed Reservation** means a Confirmed Reservation 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 Confirmed Reservation. A zero fare Confirmed Reservation does not include free or reduced rate air transportation provided to airline employees and guests.

(2) **Request for Volunteers.**

- (i) In the event of an oversold flight, before denying boarding to any passenger holding a confirmed reservation on an oversold flight, Eastern shall ask passengers in the boarding area to voluntarily relinquish their seats in exchange for compensation in an amount and form to be determined by Eastern. A “volunteer” is a person, including the holder of a zero fare Confirmed Reservation, who voluntarily relinquishes his or her seat in response to Eastern’s request for volunteers and who willingly accepts Eastern’s offer of compensation. Any other Passenger denied boarding is considered to have been denied boarding involuntarily, even if that Passenger accepts denied boarding compensation.
- (ii) Eastern will advise each Passenger solicited to volunteer for denied boarding, no later than the time the Eastern solicits that Passenger to volunteer, whether he or she is in danger of being involuntarily denied boarding and, if so, the compensation the Eastern is obligated to pay if the Passenger is involuntarily denied boarding. If an insufficient number of volunteers come forward, Eastern may deny boarding to other Passengers in accordance with Eastern’s boarding priority rules as specified in Section 6, below.

(3) **Conditions for Payment of Compensation to Passengers Involuntarily Denied Boarding due to an Oversale.** Subject to the exception in Section 4 below of this Article, Eastern will tender to a Passenger the amount of compensation specified in Section 5 of this Article, provided that:

- (i) The Passenger holds a Confirmed Reservation, including a Zero Fare Confirmed Reservation, for confirmed reserved space and presents himself for Carriage at the appropriate time and place, having complied fully with Eastern’s requirements as to booking, check-in, and acceptability for transportation in accordance with this *Contract of Carriage*; and
- (ii) Other than for reasons set forth in Article 6, above, or when resulting from substitution, for operational or safety reasons, of an aircraft having a lesser seating capacity than the aircraft originally scheduled, Eastern is unable to accommodate the Passenger on the flight for which the Passenger holds confirmed reserved space, and such flight departs without the Passenger.

(4) **Comparable Transportation.** The Passenger will not be eligible for compensation if Eastern offers comparable air transportation, or other transportation used by the Passenger at no extra cost, that, at the time such arrangements are made, is planned to arrive at the airport of the Passenger’s next stopover or, if none, at the airport of the

Passenger's final destination no later than one hour after the planned arrival time of the Passenger's original flight or flights.

(5) **Involuntarily Denied Boarding Compensation for an Oversale.**

- (i) Passengers that are denied boarding involuntarily at a U.S. airport shall be compensated in accordance with 14 CFR § 250.
- (ii) Compensation shall be 200% of the fare to the Passenger's destination or first stopover, with a maximum of \$675, if the Eastern offers alternate transportation that, at the time the arrangement is made, is planned to arrive at the airport of the Passenger's first stopover, or if none, the airport of the Passenger's final destination more than one hour but less than four hours after the planned arrival time of the Passenger's original flight.
- (iii) Compensation shall be 400% of the fare to the Passenger's destination or first stopover, with a maximum of \$1,350, if the Eastern does not offer alternate transportation that, at the time the arrangement is made, is planned to arrive at the airport of the Passenger's first stopover, or if none, the airport of the Passenger's final destination less than four hours after the planned arrival time of the Passenger's original flight.
- (iv) Compensation will be paid by Eastern on the day and at the place where the denied boarding occurs, except that if Eastern arranges, for the Passenger's convenience, alternate means of transportation that departs before the payment can be made, payment will be sent by mail or other means within 24 hours after the time the denied boarding occurs.
- (v) Acceptance of compensation by the Passenger relieves Eastern from any further liability to the Passenger caused by Eastern's failure to honor the confirmed reservation.

- (6) **Denied Boarding Priority Rules.** Eastern's boarding priority is established on a first-come, first-served basis in the order boarding positions are secured. In determining which Passengers holding confirmed reserved space shall be denied boarding involuntarily, Eastern shall deny boarding in reverse order from the order in which the Passengers' boarding positions were secured (*i.e.*, the last Passenger who receives a boarding position will be the first Passenger denied boarding involuntarily in an oversale situation), with no preference given to any particular person or category of fares.

- (7) **Written Explanation of Denied Boarding Compensation and Boarding Priority Rules.** When a denied boarding occurs, Eastern will give Passengers who are denied boarding involuntarily a written explanatory statement describing the terms and conditions of denied boarding compensation and Eastern's boarding priority rules.

- (8) In addition to the denied boarding compensation specified herein Eastern shall refund all unused ancillary fees for optional services paid by a passenger who is voluntarily or involuntarily denied boarding. Eastern is not required to refund the ancillary fees for services that are provided with respect to the passenger's alternate transportation.

c. Ground Transportation

Unless provided at the direction of Eastern, Eastern does not assume responsibility for the ground transportation of any Passenger or his Baggage between any airport used by Eastern and any other location. Ground Transportation is at the Passenger's expense.

11. PERSONAL DATA

Passenger acknowledges that personal data has been given to Eastern 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 Carrier 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.

Eastern does not knowingly collect personal identifiable information from children under the age of 13 other than that necessary to make a travel booking and is committed to complying fully with the Children's Online Protection Act and the FTC's regulations implementing the Act (*see* 16 C.F.R. 312). For detailed information on Eastern's policies, please see its Privacy Policy at www.goeasternair.com.

12. MISCELLANEOUS

- a. No claim for personal injury or death of a Passenger will be entertained by Eastern unless written notice of such claim is received by Eastern within 21 days after the occurrence of the event giving rise to the claim.
- b. No legal action on any claim described above may be maintained against Eastern unless commenced within one year of the Eastern's written denial of a claim, in whole or in part.
- c. This Contract of Carriage shall be governed and construed in accordance with the laws of the state of Virginia without regard to its conflict of law principles or law.
- d. Should any term or other provision of this Contract of Carriage be determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Contract of Carriage shall nevertheless remain in full force and effect.
- e. This Contract of Carriage represents the entire, integrated agreement between the parties relating to transportation by Eastern, and shall supersede all prior representations, understandings or agreements pertaining thereto, either oral or written. No other covenants, warranties, undertakings or understandings may be implied, in law or in equity.