

# Contract of Carriage

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Southern Airways Express, LLC

Mokulele Airlines

Operating Headquarters

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Transportation of passengers, baggage, and freight on flights operated by Southern Airways Express, LLC under the “Southern Airways Express” or “Mokulele Airlines” brand names, collectively called “Carrier,” is subject to the terms and conditions as established in this Contract of Carriage, in addition to any other printed conditions on any electronic ticket receipt or itinerary. Purchase of a ticket or accepting travel on Carrier is a binding agreement to accept all terms.

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### Definitions

As used in this Contract of Carriage, the following terms, whether or not capitalized, shall have the meanings ascribed below:

- Adult.....For ticketing purposes, a person who has reached his or her eighteenth birthday as of the date of commencement of travel.
- Animal .....For Carrier purposes - any animal that is not a domesticated dog or cat.
- Baggage.....All luggage, including suitcases, garment bags, tote bags, packages, boxes, coolers, and similar articles that will be carried in the aircraft cargo compartments.
- Baggage Claim Check .....Those portion(s) of the document issued by the carrier and given to the passenger to act as a receipt for the passenger's checked Baggage. Does not apply to flight numbers 3000-3999.
- Baggage Tag .....A document issued by the Carrier solely for identification of checked baggage of which a portion is affixed by the Carrier to an article of checked baggage for routing purposes and a portion of which is given to the passenger to claim the baggage. Does not apply to flight numbers 3000-3999.
- Cabin Baggage.....Baggage that, due to its size and nature, requires the purchase of a seat onboard the aircraft to transport that piece of baggage.
- Carrier .....Refers to Southern Airways Express. Southern Airways does business under the names Southern Airways Overseas, Southern Airways Express, Sun Air, Sun Air Express, and Carrier.
- Carriage.....Transportation of passengers and their baggage by air or ground, either gratuitously or for hire.
- Carry-On Baggage .....See Personal Items
- Charter Flight .....A flight where all seats are purchased by one entity to create a private flight
- Checked Baggage .....Flight numbers 3000-3999  
Baggage that exceeds the personal item requirements and is stored in cargo compartment(s) which a ticketed passenger has requested be carried by the carrier.
- Checked Baggage .....All other flight numbers  
Baggage that a ticketed passenger has requested be carried by the carrier and for which the carrier has issued a Baggage Tag and provided the Baggage Claim Check to the passenger
- Child .....For ticketing purposes, a person who is between the ages of two years old and seventeen years old on the day of travel
- Circle Trip .....Travel in which the point of origin is also the ultimate destination but is not a round trip because it involves at least one more Stopover at another destination
- Codeshare Flight .....A flight that is operated by one airline but jointly marketed by one or more different airlines

Conjunction Ticket .....Two or more tickets concurrently issued to a Passenger and which together constitute a single Contract of Carriage

Consequential Damages .....Damages that are the result of an act but are not direct or immediate

Contract of Carriage .....The terms and conditions contained in this document, as amended from time to time by Carrier

Country of Commencement  
of Transportation.....The country in which travel commences

Date of Purchase.....The date of issuance of the ticket or receipt of payment for the ticket

Date of Transportation.....The date of travel as shown on a flight coupon

Department of  
Transportation .....The United States Department of Transportation (USDOT)

Destination.....The ultimate destination of the passenger’s journey as shown on the ticket

Direct Flight.....Any flight that goes between two points which may include one or more stops at intermediate point(s) with no change in flight numbers (may also be a nonstop flight)

Electronic Miscellaneous  
Document (EMD).....An International Air Transport Association (IATA) standard for an electronically issued document outlining ancillary revenue

Fare Component .....a portion of an itinerary that lies between two consecutive fare construction points (the points of origin and destination of the trip are considered the fare construction points)

Flight Coupon.....A portion of the Ticket that indicates travel points between which the coupon is good for carriage

Frequent Flyer / Frequent Traveler  
Award Ticket.....An award that is given to a customer who has earned or obtained enough credits by flying the required amounts outlined in its program on Carrier to earn a one-way credit to be used for transportation on Carrier

Gate-Checked Luggage.....Items classified as Personal Items but are too large to fit in the cabin. It is subject to screening by TSA (if at a secured airport location). They will be specially tagged by the counter or gate agent. The passenger will then carry the bag to the gate and, once ready to board, the passenger will then leave the bag by the stairs of the aircraft and will receive the bag upon deplaning at their final destination.

Government-Issued Photo Identification  
Document.....A government-issued ID which is required for check-in. Rules and types of identification allowed can be found at <https://www.tsa.gov/travel/security-screening/identification>

Group .....A reservation consisting of (normally) 10 or more passengers, depending on the type of aircraft and seating capacity.

Infant.....For ticketing purposes, a person who is under two years of age on the day of travel

Interline Transfer Point .....Any point at which the Passenger transfers from the services of one carrier to the services of another carrier

Interline Transportation .....Carriage on the services of more than one carrier where carriers agree to accept each other’s tickets and baggage

Interstate Transportation .....Transportation between a point in any state of the United States and the District of Columbia and a point in any other state of the United States or the District of Columbia

Interisland .....	The transport between a group of islands that are not connected via land
Journey.....	All travel included on a ticket or group of conjunction tickets
Legal Guardian .....	One who legally has the responsibility of care and management of an infant/minor
Local Currency Fares .....	Fares and related charges expressed in the currency of the Country of Commencement of Transportation
Main Cabin .....	The passenger seating area inside an aircraft
Maximum Outside Linear Dimensions.....	The sum of the greatest outside length plus the greatest outside width, plus the greatest outside height (also referred to as Linear Dimension)
Medical Certificate.....	A letter or form from the Passenger's treating physician or hospital (where applicable) which must be signed and dated within one week of the first affected flight departure in the country where the illness or treatment arose and which certifies the nature of the Passenger's illness and treatment and also stipulates that they are approved to fly
Military Agencies .....	The Departments of the U.S.A. Army, Navy, Air Force, Marine Corps, Coast Guard; the respective academies of the Army, Navy, Air Force, Coast Guard, and National Guard. The Reserve Officer Training Corps is not included
Military Passenger.....	Military personnel of the Military Agencies who are on active-duty status or who have been honorably discharged or retired from active military service
Nonstop Flight.....	Any flight that goes between two points and makes no intermediary stops
No Show .....	A customer that has failed to notify the Carrier of their inability to board the ticketed/booked flight within 1 hour of departure, except for flight numbers 3000-3999 where the time is 15 minutes prior
Non-Revenue .....	A person traveling on a fee-waived basis on Carrier or utilizing a service offered by Carrier that is not paying the normal published fare
Normal Fare .....	A fare established for a normal, regular, or usual service
One-Way Trip .....	Travel from one point to another on Carrier's scheduled air service assigned for travel between the two points
Online transportation .....	Carriage solely over the services of a single air carrier
Open-Jaw Trip .....	Travel which is essentially a round trip by nature but an outward point of departure and an inward point of arrival and/or an outward point of arrival and inward point of departure are not the same
Operating Carrier .....	The administrating (operating) carrier of a codeshare flight
Origin.....	The initial starting place of the journey
Other Charges .....	Charges such as taxes, fees, etc., that are not to be shown in the fare construction box of the ticket, excluding baggage charges that are not included in the fare
Oversold Flight .....	A flight where there are more Passengers holding valid confirmed tickets that check in for the flight within the prescribed check-in time than there are available seats.
Passenger .....	Any person (excluding members of the crew) holding a confirmed reservation to be carried in an aircraft with the consent of the carrier
Passenger Coupon .....	That portion of the ticket constituting the Passenger's written evidence of the Contract of Carriage
Passenger Ticket.....	The document issued by the Carrier or an authorized travel agent that provides for the carriage of the passenger occupying a single seat

Personal Item .....	A personal item is an item such as a purse, briefcase, computer (including case), camera (including case), diaper bag, or an item of similar size. Each passenger is allowed to bring a maximum of two personal items on board the aircraft.
Qualified Individual with A Disability.....	Any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. The phrases used in this definition are further defined in United States 14 CFR Part 382.3.
Rebooking .....	A change in date/time of reservation or other change that may or may not require ticket reissuance
Reroute .....	A change of routing, carriers, fares, class of service, flight, or date from that originally provided on the ticket (does not apply to open tickets)
Roundtrip .....	Travel from one point to another and return to the first point on Carrier's scheduled air service assigned for travel between the two points
Scheduled Air Service .....	Any flight scheduled in the current edition of the Official Airline Guide (OAG), Carrier's published schedule, Carrier's Internet site, or the computer reservation system used by Carrier
Sector or Segment .....	The portion of a journey covered by a single Flight Coupon
Service Animal .....	Any certified guide dog or signal dog trained to provide necessary assistance to a qualified individual with a disability
Special Fare .....	A fare other than a normal fare
Standby .....	A passenger who does not initially have a confirmed seat for a specific flight; confirmation is predicated on an actual seat being available to occupy once all confirmed passengers have checked in for that flight
Stopover.....	A deliberate interruption of a journey by the passenger, agreed to in advance by the Carrier, at a point between the place of departure and the place of destination.
Surface Sector .....	Transportation by other than air between two intermediate points in a Fare Component
Ticket.....	A document or electronic record that confirms an individual is entitled to a seat on a flight on an aircraft. The ticket (printed or in electronic form) is required to obtain a boarding pass during check-in at the airport
Unaccompanied Minor .....	A child who is traveling alone (with no adult or parent or legal guardian).
Voucher.....	A coupon (either printed or in electronic form) storing a saved or prepaid value with varying parameters including exclusions to routes, dates, and customers.
Warsaw Convention.....	The Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929, or where applicable, that Convention, as amended, including without limitation, by the Protocol signed at The Hague on September 28, 1955

## 1. Application of Terms and Conditions

The terms and conditions contained in this Contract of Carriage shall govern the application of all fares, rates, and charges published by Carrier and will apply only to Carrier's routes and services. No agent, servant, or representative of Carrier has the authority to change or waive any provision of this Contract of Carriage unless authorized by a corporate officer of Carrier.

## 2. Applicable Law

These terms of transportation shall be interpreted and enforced in any court of competent jurisdiction, including a court within the jurisdiction of the passenger's residence in the United States (provided that Carrier does business in that jurisdiction).

## 3. Customer Commitment

Carrier has established a program setting standards for service levels in the areas of fares, flight information, baggage, ticket purchase, and refund, customers with special needs, onboard delays, oversales, codeshare partners, and complaint resolution. These commitments are incorporated into the applicable sections within this document:

1. Offer the lowest fare for which the customer is eligible
2. Provide customers with accurate, timely information on flight delays, cancellations, or diversions
3. Provide on-time baggage delivery
4. Provide prompt ticket refunds where applicable
5. Properly accommodate passengers with disabilities and other special needs
6. Meeting the needs of and improving the handling of our customers during long onboard and gate delays
7. Clearly disclose policies for customers with special needs
8. Provide basic information and policies about Oversold flights, travel itineraries, cancellation policies, frequent flyer program Rules, and aircraft configurations (when and where applicable)
9. Respond promptly to complaints or requests for information
10. Identify services provided by Carrier to minimize inconvenience resulting from cancellations and misconnections

## 4. Reservation Confirmation, Check-In, Fares, Groups

### A. Confirmation

1. When confirming a reservation, a valid email address and phone number (preferably a mobile number) are required and must be given to the Call Center agent or included in any online reservation in the event Carrier must contact the passenger prior to the flight.

### B. Check-In

1. You need to make allowances for traffic delays and, if applicable, for clearing any TSA checkpoints. Due to federal security screening measures in place at airports, passenger and baggage processing time may differ from airport to airport, and become extended during holidays and peak travel times. It is the passenger's responsibility to arrive at the airport with enough time to complete any security screening process and to comply with these minimum check-in time limits. If running late, it is suggested that passengers contact the Call Center with any delay advisories. However, Carrier will not delay any flight due to the late arrival of any passenger under any circumstances.
2. Flights Within the Contiguous United States  
Ticketed Passengers should arrive at your designated airport no less than 60 (sixty) minutes prior to scheduled departure time. Ticket counters close 45 minutes prior to departure. Failure to check in at the gate 30 minutes before scheduled flight will result in the loss of their ticket. If a ticketed Passenger arrives at a ticket counter and no agent is available, the Passenger should call the Customer Service Center at (800) 329-0485 (Southern Airways), (866) 260-7070 (Mokulele), or (800) 365 6179 (flights 3000-3999) for assistance.
3. Flights within Hawaii  
Ticketed Passengers should arrive at your designated airport no less than 45 (forty-five)

minutes prior to scheduled departure time. Ticket counters close 30 minutes prior to departure. Failure to check in at the ticket counter 30 minutes before scheduled flight will result in the loss of their ticket.

4. Passengers should be at their respective boarding area/gate at least 30 minutes prior to their scheduled departure time. This means that Passengers should have paid for any tickets, checked in baggage (if any), and received a boarding pass (if applicable). Boarding will commence within 30 minutes prior to the scheduled departure time. Failure to check in before the commencement of boarding will result in a cancellation of the reservation; should that occur, the ticket will have no value.
5. Guests not boarded within 10 minutes prior to departure will be considered a No-Show. At that point, Carrier has the right to cancel all reservations held by such Passenger on Carrier's flights or any other carrier for continuing (downline connection) or return space, provided Carrier or an authorized agent of Carrier originally reserved that space. The ticket value may be forfeited at that time as well.

### C. Application of Fares

1. General Transportation is subject to the fares and charges in effect on the date on which such ticket was issued. If a ticket has been issued before an increase in the fare becomes effective, it shall be honored for transportation between the points, and at the class of service for which it was purchased. Fares are published in Carrier's reservations system and may be obtained from Carrier's Internet sites or through an authorized travel agent. Some travel agencies, however, may impose an additional charge for this service which is separate from the Carrier's ticketed price. All published fares and charges are stated in U.S. Dollars. No Stopovers are permitted on published fares, except upon a combination of local fares.
2. A reservation for space on a given flight is valid when the availability and allocation of such space is confirmed by the Carrier or an authorized agent of the Carrier. Subject to payment or other satisfactory credit arrangements, a validated Ticket will be issued by the Carrier or the authorized agent of the Carrier indicating confirmed space, provided the Passenger completes the purchase for such Ticket at least 30 minutes before the scheduled departure time of the applicable flight. Such reservation of space is subject to cancellation by the Carrier without notice if the Passenger does not comply with this rule. All tickets purchased are considered to be nonrefundable and nontransferable unless explicitly stated in the fare rules.
3. Exceptions
  - a. If the Passenger agrees to apply to Carrier or an authorized agent of Carrier for a validated Ticket indicating such confirmed reserved space by a specific time before the scheduled departure time of the applicable flight, such earlier time limit will be entered into Carriers' reservation system and the reservation will then be subject to cancellation by Carrier without notice if the Passenger does not apply to Carrier or its authorized agent for a validated Ticket indicating the confirmed reserved space before the agreed specific time in advance of the scheduled departure of the applicable flight.
  - b. Where other Rules, including fare Rules, provide for the issuance, validation, or purchase of a ticket within specific time limits, these specific time limits will apply.
4. Once a Passenger obtains a Ticket indicating confirmed reserved space for a specific flight and date either from Carrier or its authorized agent, the reservation is not confirmed until the balance of the Ticket is at "zero," meaning all fares, taxes, and fees have been paid in full.
5. When a person calls Carriers' Call Center, Carrier will offer such person the lowest published fare available through such Call Center for which the person is eligible given the dates, flights, and class of service requested. Carrier charges a \$20 (\$50 for Surf Air non-members

booking on flight numbers 3000-3999) per reservation fee for all reservations booked via the Call Center. This fee is nonrefundable.

6. Carrier will disclose at the time a reservation is made and prior to the actual Ticket purchase, any available information regarding a change of aircraft that has the same flight number (change of gauge and/or connecting flight information).
7. Upon request, Carrier will disclose general information regarding aircraft configuration, for the aircraft type on which the Passenger is booked. Variations may occur within an aircraft type.
8. Carrier will make available through its website or otherwise, rules, restrictions, and redemption opportunities of any frequent flyer/rewards program (should a program be available). In addition, all fares may not be eligible for credit in such program. Please verify the fare rules prior to purchase.
9. Carrier does not guarantee the allocation of any particular seat in the aircraft, including advanced seat requests (seat assignments).
10. Carrier may limit the number of Passengers carried at any fare level, and certain fares will not necessarily be available on all flights. The number of seats which Carrier shall make available on a given flight will be determined by Carrier.
11. Waivers for Special Fare Restrictions
12. The following situations may allow relaxed fare restrictions for emergency travel situations involving death, critical injury, or illness requiring hospitalization, including hospice care of an immediate family member provided proper documentation is made.
  - a. Serious Illness Emergencies – the Passenger must provide Carrier with a written statement that provides the immediate family member’s name, relationship to the Passenger, the name and telephone number of the hospital/hospice, the doctor’s name, and a statement from the doctor that the immediate family member is actually hospitalized.
  - b. Death Emergencies – Passenger must provide Carrier with a written statement that provides the name of the deceased immediate family member, the relationship of the deceased to the Passenger, the name, address, and telephone number of the funeral home, and if possible, a copy of the death certificate. Note: If the funeral home information is not available prior to departure, it may be provided at the time of the return flight.

If the above required written documentation is not submitted to Carrier’s satisfaction, the Passenger must pay the applicable fare for transportation used. The Passenger may then submit a refund request accompanied by the appropriate documentation within the time allowed for refunds under Rule 23.

13. Student and Child Fares: From time to time, Carrier may make available special promotions applicable to students attending an educational facility or school. These may range from discount fares to standby fares. Children do not automatically receive discounts when flying on Carrier unless a special fare is published.
14. Specific fare rules may override the general terms of this Contract of Carriage.
15. Pre-purchased non-fare related items are nonrefundable unless the passenger was unable to travel due to an oversell situation or a flight cancellation.
  - a. Baggage Fees paid at the time of check-in, at a kiosk, or through an agent of Carrier, are nonrefundable unless the passenger is unable to travel due to an over-sale situation or a flight cancellation.

- b. Any tours, hotel accommodations, and car rentals available through Carrier's website are sold with the premise that the Carrier is acting as a referring agent or booking agent and does not guarantee the service purchased. The vendors' Terms of Contract override any terms set forth by Carrier.
  - 16. Erroneous Fares. Carrier will exercise reasonable efforts to ensure that all fares it publishes are accurate and available for sale, but Carrier reserves the right to correct any erroneously published fare that Carrier did not intend to offer for sale. In the event that an erroneous fare is inadvertently published for sale and a ticket is issued at the erroneous fare before it has been corrected, Carrier reserves the right to cancel the ticket purchase and refund all amounts paid by the purchaser, or the purchaser has the option to have the ticket reissued for the correct fare and pay for the difference.
  - 17. Internet-Only Fares. Carrier will, from time to time, offer fares that are limited to distribution through Carrier's internet web portal. These fares typically offer transportation ONLY between the two points booked and may have restrictions related to changes, irregular operations, and baggage limitations. Each fare will be presented with the fare Rules under the specific column of availability.
  - 18. Personal Data. The Customer recognizes that personal data has been given to Carrier for the purposes of making a reservation for carriage, obtaining ancillary services, 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.
- D. Group Reservations
- Customers may inquire about a group when traveling with 10 or more passengers on the same itinerary. Please contact [charters@iflysouthern.com](mailto:charters@iflysouthern.com), [charters@mokuleleairlines.com](mailto:charters@mokuleleairlines.com), or [sales@surfair.com](mailto:sales@surfair.com) for charter flights.

## 5. Tickets and Ticket Validity

Carrier is a paperless ticket airline. Reference(s) to a 'ticket' can also include an electronic document that may reside solely in the Carrier's reservation system.

- A. Ticket Issue Date. The date when payment is made by credit card, or the ticket invoice date established when payment is made by other acceptable forms of payment will constitute the date a Ticket is "issued" in determining the validity period under this Rule.
- B. When more than one ticket must be issued to properly reflect all of the information required for a complete flight itinerary, the individual tickets will be cross-referenced by their ticket numbers and will be considered to be a single ticket or "Conjunction Ticket."
- C. Carrier will not be obligated to carry any Passenger until the Passenger has paid the applicable fare or has complied with credit arrangements established by Carrier. Only at that time will a ticket be issued.
- D. No person will be entitled to transportation except upon presentation of a valid ticket.
- E. A ticket which has not been validated or which has been altered, mutilated, or improperly issued, is not valid.
- F. Flight coupons will be honored only in the order in which they were intended to be used.
- G. Carrier's tickets are nontransferable unless otherwise stated on the Ticket at the time it was issued. Carrier is not liable nor responsible for honoring or refunding the ticket when presented by a person not named on the ticket. As used herein, "unauthorized person" means any person other than the person to whom the ticket is issued and who is entitled to be transported or a refund in accordance with the Rules in this Contract of Carriage.

If a ticket is in fact used by an unauthorized person with or without the knowledge or consent of the person to whom the ticket was issued, Carrier will not be liable for the destruction, damage, or delay of such unauthorized person's baggage or other personal property, or for the death or injury of such unauthorized person arising from or in connection with such unauthorized use.

- H. A ticket will be valid only for flight(s) for which reservation(s) have been made and only between the points named on the ticket or applicable Flight Coupons. A passenger holding an unused open dated ticket or portion thereof, or an Exchanged ticket for onward travel, or who wishes to change a ticketed reservation to another date, shall not be entitled to any preferential right with respect to the obtaining of reservations.
- I. Prohibited Practices
  - 1. Fares apply for travel only between the points for which they are published. Tickets may not be purchased and used within fare(s) from an initial departure point on the ticket which is before the Passenger's actual point of origin of travel, or to a more distant point(s) than the Passenger's actual destination being traveled even when the purchase and use of such tickets would produce a lower fare. This practice is known as "Hidden Cities Ticketing" or "Point Beyond Ticketing" and is prohibited by Carrier.
  - 2. The purchase and use of roundtrip tickets for the purpose of one-way travel only, known as "Throwaway Ticketing," is prohibited by Carrier.
  - 3. The use of Flight Coupons from two or more different Tickets issued at round trip fares for the purpose of circumventing applicable tariff Rules (such as advance purchase/minimum stay requirements) commonly referred to as "Back-to-Back Ticketing" is prohibited by Carrier.
- J. Carrier' Remedies for Violation(s) of Rules. Where a Ticket is purchased and used in violation of the Contract of Carriage or any fare rule (including Hidden Cities Ticketing, Point Beyond Ticketing, Throwaway Ticketing, or Back-to-Back Ticketing), Carrier has the right in its sole discretion to take all actions permitted by law, including but not limited to any or all of the following:
  - 1. Invalidate the Ticket(s)
  - 2. Cancel any remaining portion of the Passenger's itinerary
  - 3. Confiscate any unused Flight Coupons
  - 4. Refuse to board the Passenger and to carry the Passenger's baggage, unless the difference between the fare paid and the fare for transportation used is collected prior to boarding.
  - 5. Assess the Passenger for the actual value of the ticket which shall be the difference between the lowest fare applicable to the Passenger's actual itinerary and the fare actually paid.
  - 6. Terminate the Passenger's participation in Carrier's frequent flyer program with the loss of any accumulated points or miles.
  - 7. Take legal action with respect to the Passenger.
- K. Period of Validity. Except as otherwise provided in this Rule or required by the applicable local law of a foreign jurisdiction, any eligible ticket issued by Carrier or its authorized agent on Carrier's ticket stock will be valid for transportation for one year from the date on which transportation commences at the point of origin as designated on the original ticket, or, if no portion of the ticket is used, one year from the date of issuance of the original ticket. When a ticket includes an excursion or special fare having a shorter period of validity than one year, the shorter period of validity will apply only to the excursion or special fare transportation. When a fare limits the carriage to specific periods of the day, week, month, or year, the ticket is valid for the specified periods only. When fares are combined to create Round/Circle/Open-Jaw Trips, the most restrictive provisions will apply to the entire transportation.

- L. Failure to cancel a ticketed reservation before departure will result in loss of confirmed space and the ticket will lose all value. No rebooking is permitted.
- M. Extension of Validity Period
  - 1. If the Passenger is prevented from using the ticket, or a portion thereof during the period of validity specified in this Rule due to a Carrier flight cancellation or because Carrier is unable to provide space on the flight, Carrier will, without additional collection of fare, extend the ticket validity period of such passenger's ticket to the first flight of Carrier on which space is available in the class of service for which the fare has been paid.
  - 2. If the Passenger is unable to commence or continue his/her travel due to his/her personal illness or physical incapacity, or the illness, death, or physical incapacity of a member of his/her immediate family, or of an associate with whom he/she is traveling, Carrier will extend the period of validity beyond the original limit but not to exceed thirty (30) days.

## 6. Cancellation of Reservations, Credits, Refunds

Carrier is not liable for any consequential, compensatory, or other damages when it cancels reservations of any Passenger in accordance with this Rule. Cancellations, changes, and requests for credit or refund must be made by calling Carrier's Call Center at (800) 329-0485 (Southern Airways), (866) 260-7070 (Mokulele), or Member Services at (800) 365-6179 (flights 3000-3999), open 24 hours a day. No cancellations or requests for credit will be accepted by email or phone message.

### A. Voluntary Cancellation

When a ticket holder requests to cancel their reservation that is booked through the Carrier's Call Center, web portal, or other means, that is considered a Voluntary Cancellation.

Pursuant to Federal regulations:

- 1. If ticket(s) issued by Carrier is canceled within 24 hours of purchase and travel commences one week or more, a refund will be given in full to the original form of payment.
- 2. If ticket(s) issued by Carrier is canceled within 24 hours of purchase and travel commences in less than one week, a travel credit in the name of the original Passenger will be given good for one year from the date of original ticket issuance.
- 3. If ticket(s) issued by Carrier is canceled beyond 24 hours of purchase, a travel credit in the name of the original Passenger will be given for the unused portion of the ticket, less a USD \$25.00 administrative fee per person, per ticket (for flight numbers 3000-3999, specific cancellation policies apply to Voucher and All-You-Can-Fly products).
- 4. A reservation that is booked through an accredited travel agency and is ticketed through their reservation system and transacted through Airlines Reporting Corporation (ARC) in the United States or through the International Air Transport Association Billing and Settlement Plan (IATA BSP) can request that their ticket transaction be voided up to 24 hours after the original ticket was issued, provided travel booked on that ticket has not commenced and it is a fully unused ticket.

### B. Involuntary Cancellation

Carrier has the right to cancel reservations of any Passenger whenever such action is necessary to comply with any governmental regulation, upon any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond Carriers' control, including Force Majeure events.

In such an event, and at the request of a passenger confirmed on such a flight, Carrier will issue a travel credit in the name of the original Passenger for the amount of their ticket that can be

used towards future travel. The credit will have a validity period of 12 months from when the ticket was originally purchased. Baggage Fees paid at the time of check-in, at a kiosk, or through an agent of Carrier, will also be credited.

If the flight cancellation is due to Carrier's own accord, such as a mechanical delay, Carrier will, at the request of a passenger confirmed on such flight, refund the price of their ticket (or remaining unused portion thereof) back to the original form of payment. In the case of a travel agency-issued ticket, any refund must be initiated by the travel agency who booked the original ticket. They must contact Carrier for a waiver code that authorizes the refund process.

Carrier has the right to cancel reservations due to the Passenger's failure to comply with the Rules set forth herein, including but not limited to, the Passenger's failure to pay for the applicable Ticket under the conditions applicable to the fare for such travel.

C. Forfeiture / No-Show

A passenger who fails to check in for a flight 30 minutes before its scheduled departure and fails to notify the Call Center (not the ticket counter) is automatically considered a No-Show passenger. This results in the forfeiture of their ticket.

1. Extenuating Circumstances

If the passenger can demonstrate that their No-Show was due to an extenuating circumstance beyond their control and contacts the Call Center within two (2) hours of their scheduled departure, they may be placed on the Carrier's next available flight to the same destination subject to availability. If the next available flight isn't available until the next day(s), the Carrier is not responsible for any costs incurred, such as any overnight stay, meals, or personal necessities. Also, service charges and any fare differential may apply.

## 7. Credits – Vouchers and Electronic Miscellaneous Document (EMD)

Carrier has the capability to issue a credit towards future travel or ancillary services. This credit can be a voucher in the form of a letter or email, or an Electronic Miscellaneous Document (EMD) with corresponding information on how to access that credit sent to the passenger via email once issued. This credit will have an expiration date and terms that outline how the credit may be used and who may use the credit.

- A. Credit for flight numbers outside of the 3000-3999 range may not be used for flights 3000-3999. Similarly, credits and vouchers for flights 3000-3999 may not be used on other flights.
- B. Credit for flights outside of the 3000-3999 range may be transferred to other persons unless otherwise noted. Credits for flights 3000-3999 are non-transferrable.
- C. Credit for flights outside of the 3000-3999 range is valid for one year from the date of issue unless otherwise noted; however, credit for flights 3000-3999 is valid for ninety days from the date of issue unless otherwise noted.
- D. Reservations paid using such credit must be utilized prior to the expiration of the credit. In addition, travel must be completed prior to the expiration date of the credit unless otherwise noted.
- E. Credit may be issued at Carrier's discretion to accommodate customer refunds, changes, goodwill, marketing, and prepaid programs.
- F. Vouchers for flights outside of the 3000-3999 range may consist of a six-character reference code and a six-character PIN or may consist of a 13-digit EMD number. Vouchers for flights 3000-3999 have six-digit IDs.
- G. Carrier will provide the customer with the details of the credit (Voucher and PIN or EMD) and is not responsible for lost, forgotten, or missing credit information.

- H. Credits may not include taxes or any additional services outside those given to standard ticket holders.
- I. Changes to reservations using such credit must abide by all fare rules regarding changes, cancellations, and baggage limitations.
- J. Credits may contain special rules that supersede normal fare rules or reservation rules.
- K. Credits may not have their expiration date extended.
- L. Reservations completed using an EMD credit or Surf Air credit that has a residual balance will be issued a new EMD for the balance; Vouchers must be used as-is and no residual balance is allowed.

## 8. Returned Check Acceptance

Carrier does not accept personal checks. Carrier will, under certain circumstances, allow for payment with a company check, certified check, money order, or money transfer. Carrier will collect USD \$50.00 for each returned business check or for any stop payments to any check. This fee is non-refundable and is not subject to any discount. Reservations paid by a returned check will be canceled unless a new form of payment plus any returned check fees are paid within 24 hours of notice of the returned check.

## 9. Acceptance of Children (Accompanied, Unaccompanied, Unaccompanied Assistance)

### A. Accompanied Children

All children through the age of 17 will be considered “accompanied” when traveling with at least one parent or guardian on the same flight(s) and who is at least 18 years of age or older. They will not be required to have a government-issued ID at the time of travel; however, once they turn 18, they will now be required to have a government-issued ID to fly. Ages are based on the time of travel.

If any child is booked either on our website or through the Call Center with an invalid birthdate, Carrier will assess a \$100.00 fee for providing false information. Continued failure to provide correct information may result in the passenger and/or child being temporarily or permanently banned from flying on Carrier.

References to an approved infant/child seat (or car seat) must have the original National Highway Traffic Safety Administration (NHTSA) label and be properly secured to the aircraft seat at all times.

#### 1. Children 2 Years Of Age and Older

- a. Must have their own ticket and confirmed seat
- b. Must sit in their assigned seat during take-off and landing. An approved (must have the original National Highway Traffic Safety Administration (NHTSA) label and be properly secured to the aircraft seat at all times) infant/child seat may be used to assist in keeping the child upright.

#### 2. Lap Child

A child under the age of 2 years will be considered a “Lap Child” and is free of charge provided:

- a. They are listed as a passenger in the adult’s reservation.
- b. They do not occupy a seat.
- c. They are carried in a parent’s or guardian’s lap during the entire flight (note only one lap child is allowed per adult).

- d. Carrier reserves the right to require a birth certificate (copy) as proof of age for all lap children, otherwise, the applicable fare will be charged. Arrangements for a lap child must be made directly with the Carrier's Call Center.
- e. If a single adult is traveling with an additional child under the age of two years, the 2nd child must be placed in an approved (must have the original National Highway Traffic Safety Administration (NHTSA) label and be properly secured to the aircraft seat at all times) infant/child seat and be ticketed at the applicable fare in compliance with U.S. Federal Aviation Administration regulations. A maximum of 2 infants is permitted for each adult.
- f. Carrier will not accept infants in incubation.

3. Infants

**Southern and flights 3000-3999**

Southern will not provide transportation to any infant under fifteen (15) days of age unless an attending physician approves such infant for air travel in writing.

On pressurized aircraft, there is a strict limit of one Lap Child due to the number of supplemental oxygen masks.

**Mokulele**

Mokulele will not provide transportation to any infant under seven (7) days of age unless an attending physician approves such infant for air travel in writing.

B. Unaccompanied Minors

All reservations for Unaccompanied Minors must be made through our Call Center (800) 329-0485 (Southern Airways), (866) 260-7070 (Mokulele), or (800) 365 6179 (flights 3000-3999). Unaccompanied minors booked online, through a travel agent or a third-party agent with a false birth date will not be allowed to board their flight(s) until the reservation has been verified and updated, and will incur a \$100.00 fee for providing false information. If the flight is ready to depart during the time the Unaccompanied Minor verification is being processed, the flight will not be delayed and the Unaccompanied Minor will need to be booked on the next available and allowable flight.

Carrier assumes no responsibilities for Unaccompanied Minors beyond those applicable to adult passengers. The official list of accepted government-issued IDs can be found at <https://www.tsa.gov/travel/security-screening/identification>.

**Southern Airways**

- 1. A child under 15 years of age traveling by themselves is not allowed.
- 2. Children Aged 15 through 17 Years of Age:
  - a. A \$35 Unaccompanied Minor booking fee will be assessed (no Call Center booking fee)
  - b. They may be required to present a valid photo ID.
  - c. Not allowed to take any flight that makes any intermediary stops to the final destination.
  - d. Allowed to take any flight except the last departure for the day to the final destination.
  - e. Not allowed to be transferred to any other carrier (interlining).
  - f. All travel must be completed before 5:00 P.M. ET.
  - g. The parent or responsible adult who brings an unaccompanied child to the departure airport will be required to obtain a Gate Pass at the ticket counter and remain at the departure gate until the flight is airborne.

- h. The parent or responsible adult must furnish Southern evidence (in duplicate which must be in the child's possession) that the Unaccompanied Minor will be met by another parent or responsible adult upon deplaning at his or her destination.
- i. The person meeting the Unaccompanied Minor at his or her destination may be required to present positive identification and sign a release on a form designated by Southern.
- j. Unaccompanied minors must have in their possession two signed copies of Southern's Unaccompanied Minor Travel Form (emailed to parent or guardian for completion) for each flight segment taken.

### **Mokulele Airlines**

There is no Call Center booking fee.

Because of additional paperwork and ID verification, we ask that unaccompanied children be checked in no later than 45 minutes for all flights. Unaccompanied Minors are not allowed to be transferred to any other carrier (interlining).

1. Children Under 5 Years Of Age:
  - a. Not allowed if the child is under 5 years of age and traveling by themselves.
2. Children Aged 5 Through 15 Years Of Age:
  - a. An Unaccompanied Minor Authorization For Carriage form must be filled out at the airport counter by the adult dropping off the child (the adult must have a valid Government-issued ID).
  - b. Child must have present an original Birth Certificate or other current Government-issued ID at the time of check-in.
  - c. Allowed to take any flight except the last departure for the day to the final destination.
  - d. Not allowed to take any flight that makes an intermediary stop to the final destination.
  - e. Adult dropping off the Minor must remain at the departure gate until the flight has officially departed.
  - f. The only authorized person allowed to pick up the Minor at the arrival station is the adult listed on the Unaccompanied Minor Authorization For Carriage form; they must also have a valid Government-issued ID to present at the time of pick-up.
3. Children 16 And 17 Years Of Age:
  - a. Must present a current Government-issued ID at the time of check-in.
  - b. Allowed to take any flight except the last departure for the day to the final destination.
  - c. There are no restrictions as to who can pick them up.
4. Children 16 And 17 Years Of Age With A Child Aged 5 Through 15 Years Of Age:
  - a. All children under 16 must present an original Birth Certificate or other current Government-issued ID at the time of check-in; children aged 16 and 17 must present a current Government-issued ID at the time of check-in.
  - b. An older child 16 to 17 years of age can be responsible for only one younger child 5 to 15 years old.
  - c. Allowed to take any flight except the last departure for the day to the final destination.
  - d. Not allowed to take any flight that makes an intermediary stop to the final destination.
  - e. Adult dropping off the Minors must remain at the departure gate until the flight has officially departed.
  - f. There are no restrictions as to who can pick them up.

### **Flights 3000-3999**

There is a \$50 booking fee for each unaccompanied minor. This fee is waived for active Surf Air

Members.

Because of additional paperwork and ID verification, we ask that unaccompanied children be checked in no later than 30 minutes for all flights. Unaccompanied Minors are not allowed to be transferred to any other carrier (interlining).

1. Children under 8 years of age:
  - a. Not allowed if the child is under eight years of age and traveling by themselves.
2. Children Aged 8 through 17 years of Age:
  - a. An Unaccompanied Minor Authorization For Carriage form must be filled out and submitted to Member Services 24 hours prior to the departure time (the adult must have a valid Government-issued ID).
  - b. The authorized drop-off adult must be present at the departing airport and stay until the flight departs.
  - c. Child must have present an original Birth Certificate or other current Government-issued ID at the time of check-in.
  - d. Not allowed to take any flight that makes an intermediary stop to the final destination.
  - e. Adult dropping off the Minor must remain at the departure gate until the flight has officially departed.
  - f. The only authorized person allowed to pick up the Minor at the arrival station is the adult listed on the "Unaccompanied Minor Authorization For Carriage" form; they must also have a valid Government-issued ID to present at the time of pick-up.
- C. Unaccompanied Assistance Service
  1. In the event a parent, guardian, or approved person who is to receive the child at the destination does not show up within 30 minutes of the arrival of their flight, Carrier has the right to charge a fee of \$30.00 per hour per child for securing and safekeeping of the unaccompanied minor(s). Carrier will also seek repayment for basic meals during meal times if the minor is still in custody.
  2. If a parent, guardian, or approved person does not receive the child(ren) within 60 minutes of the scheduled arrival time of the flight, Carrier will call local law enforcement to relinquish custody of the child and will refuse future transportation to the unaccompanied minor(s).
  3. In the event of a flight cancellation, Carrier will contact a parent or guardian to advise of the situation and have them return to pick up the child(ren) if we cannot provide transportation to their scheduled final destination.
  4. In the event of a major flight delay of 2 hours or more, Carrier will contact a parent or guardian to advise of the situation and give them the option of picking up the child(ren) or allowing them to continue to their destination.

## 10. Customer of Size

Due to the structural limitations of our aircraft, we cannot accept a Customer of Size (COS) whose body weight exceeds 350 pounds. Seatbelts must fasten securely around the passenger. This is in compliance with the Federal U.S. DOT 14 CFR Part 382.31(d); carrier may refuse to provide transportation to any passenger on the basis of safety and may refuse to provide transportation to any passenger whose carriage would violate the Federal Aviation Regulations.

## 11. Passengers Requiring Boarding Assistance

It is Carrier's policy to provide equal opportunity for all would-be travelers. Accordingly, we will not refuse to provide transportation to a disabled individual who may be transported in accordance with the

company's FAA-approved operating procedures based on his or her disability, provided that he or she is able to ascend and descend stairs without the use of a lift device.

Carrier may refuse to provide transportation to any customer whose carriage may impair the safety of the flight in accordance with the provisions of this contract and may refuse to provide transportation to any customer whose carriage would violate federal regulations (including FAA and TSA regulations) or the Company's FAA-issued operating manuals. In exercising this authority, however, Carrier personnel will not discriminate against any disabled individual solely on the basis of the disability.

For your safety, to travel in our aircraft, customers must be able to ascend and descend several steps to board the aircraft without the use of a lift device. Our aircraft hold 28 or fewer passengers and therefore, are not required to provide enplaning or deplaning lift devices. Please refer to the Air Carrier Access Act, section 382.97 for more details.

Carrier does not accept Personal Human Transporters (defined as a 2-wheeled battery-powered personal transportation device) on our flights.

Customers who, because of age, mental or physical condition, disability, or impairment that requires individual attention or consideration to enplane or deplane an aircraft or to manage oneself during the flight in normal operations or emergency conditions, will be afforded a reasonable amount of assistance by Carrier's employees. This assistance will be in a dignified, safe, professional, and courteous manner at all times. Carrier will consult with the customer about any assistance and special plans arranged on the customer's behalf. Carrier will extend this assistance to all qualified individuals with a disability as this legal term is more broadly defined to protect all those who may otherwise suffer from discriminatory practices. We do, however, ask that if any assistance is needed, that it be communicated at the time the reservation is made, or if the reservation is made online, that you contact our Call Center so they can document your reservation and our staff can be prepared for your arrival at the airport.

- A. Carrier's policies and procedures comply with the U.S. Department of Transportation regulation "Nondiscrimination on the Basis of Disability in Air Travel" (14 CFR Part 382).
  1. Definition of Non-Ambulatory (under this Rule):
    - a. Persons who are unable to move or need the support of another person to walk or move, not capable of caring for themselves without assistance throughout the flight are considered non-ambulatory.
    - b. Non-Ambulatory passengers will not be permitted to board our aircraft that carry 9 or fewer passengers due to the nature of the aircraft and the absence of a flight attendant to offer any onboard assistance.
    - c. If a Passenger uses a wheelchair for convenience, the Passenger is not considered to be non-ambulatory.
    - d. If the Passenger can move himself/herself from his/her seat to the nearest emergency exit without the aid of another person, the Passenger is not considered to be non-ambulatory, regardless of the degree of impairment.
  2. One wheelchair per Passenger will be carried at no charge as Checked Baggage if it meets sizing requirements. A second wheelchair is subject to standard Baggage Fees and charges.
  3. The wheelchair will be carried in the cargo compartment of the aircraft.

## 12. Medical Devices Allowed Onboard Aircraft

- A. Medical Transport Services

1. Carrier does not provide transportation to passengers who must travel in/on a stretcher or infants who must travel in incubators or Infant Transport Systems.
- B. Oxygen Service  
Oxygen is not available on Carrier due to aircraft limitations and US Federal Aviation Regulations.
- C. Customer provided Portable Oxygen Concentrator (POC)  
Portable Oxygen Concentrators (POCs) approved by the Federal Aviation Administration (FAA) may be carried and used onboard flights operated by Carrier at no charge, in accordance with specific FAA requirements. Please see [https://www.faa.gov/about/initiatives/cabin\\_safety/portable\\_oxygen/](https://www.faa.gov/about/initiatives/cabin_safety/portable_oxygen/) for additional information and specifications.
  1. Passengers using POCs must be seated in a row other than an emergency exit.
  2. Customer is solely responsible for advising Carrier as soon as reservations are confirmed, regardless of whether the reservations were made through a travel agent, on the internet, or directly with Carrier in order to confirm specific requirements and to provide the airline with the required information.
  3. Must have a signed written doctor's statement that
    - a. States the user of the POC has the physical and cognitive ability to see, hear, and understand the device's aural and visual cautions and warnings and is able, without assistance, to take appropriate action in response to those cautions and warnings.
    - b. States whether or not oxygen use is medically necessary for all or a portion of the flight(s) listed on the customer's itinerary.
    - c. Specifies the maximum oxygen flow rate in liters per minute corresponding to the pressure in the cabin of the aircraft under normal operating conditions.
    - d. Will be reviewed at the airport prior to boarding and must be kept by the customer and provided upon request by Carrier personnel at any time during travel.
    - e. Must ensure that he/she has ample power to run the POC for the duration of his/her flight plus one (1) additional hour to allow for unanticipated delays and any ground connection time where the POC is planned to be used (Carrier does not have electrical power available for customer use on its aircraft).
  4. Failure to meet the requirements will result in denied use of the POC during travel.
  5. When connecting to or from any codeshare flight or any interline flight, Customer is responsible for notifying and making independent arrangements directly with the other airline (current FAA authorization enables but does not require airlines to accept POCs and some airlines may not accept them or may require a fee).
  6. POCs are assistive devices for customers with disabilities. As such, they do not count toward Personal Item or checked baggage limits, whether or not they are used onboard. They must be able to fit at the passenger's feet or in their lap.
  7. Carrier is not liable for POC equipment failures, failure of the batteries that power the POC, or any other losses or damages alleged by the customer or any other person arising out of the use or possession of the POC, unless caused by the gross negligence or willful misconduct of Carrier.

### 13. Pets In Cabin, General Conditions, Service Animals, Animals In General

For definition purposes:

- A pet is a domesticated dog or cat.
- A Service Animal is a trained dog.
- An animal is anything except a domesticated dog or cat.

#### A. Pets In Cabin

1. Pets and Service Animals are confirmed to be on a flight with the owner/traveler. There is a limit to the number of pets allowed on any flight, thus the need for you to give us advance notice by speaking with one of our agents at our Call Center at (800) 329-0485 (Southern Airways), (866) 260-7070 (Mokulele), or (888) 704-2582 (flights 3000-3999) at least 48 hours before your flight or when making your initial reservation; we need to make sure that we do not go over the allocated pet limit on your specific flight(s).
2. Neither owner nor pet may occupy the last row behind the boarding door, and emergency exit seats, or in any way block access to any emergency exit doors of the aircraft.
3. Pets without prior reservation/authorization will only be boarded in accordance with all other rules and terms herein.
4. Pets, regardless of size, must be in an approved airline pet carrier/kennel and remain in their carrier or kennel once boarded and throughout the flight at all times, except for flight numbers 3000-3999.
5. The pet cannot interfere with the operation of the passenger's seat belt.
6. The pet cannot impede exiting the aircraft in the event of an emergency.
7. The passenger assumes full responsibility for the safety, well-being, and conduct of its pet, including the interaction of the pet with other passengers who may come in contact with the pet while onboard the aircraft, and for compliance with all governmental requirements, regulations, or restrictions, including entry permits and required health certificates from the state(s) to which the pet is being transported within.
8. Ticketed passengers showing up with pets at the counter who have not made previous arrangements will be assessed a \$100.00 fee for failing to advise of the pet at the time of making their reservation.
9. A Service Animal will always have priority over a pet.
10. Small pets must be able to fit on the floor at the passenger's feet (always during takeoffs and landings), or comfortably on the passenger's lap without spilling onto the aisle; the maximum combined weight of any pet at the passenger's seat is 25 lbs.
11. Pets must be at least 8 weeks old and weaned
12. Carrier accepts most breeds of dogs and cats for flight; however, we reserve the right to deny boarding to any breed we deem unsafe or not fit to fly. The Pilot In Command makes the final decision.
13. The pet must remain with and under the control of the traveler and must be well-behaved.
14. The pet must be harmless, inoffensive, clean (free of fleas, ticks, or any biting insects), well-groomed, and without any offensive odor(s), and require no attention during transit.
15. The pet and owner cannot display any disruptive, unruly, and/or aggressive behavior at any time before and during boarding, and especially during the flight. The pet must not pose a threat (including a perceived notion) to the safety or health of the other passengers traveling. In the event the pet and/or owner becomes offensive or causes a disturbance, they may be denied boarding by the Pilot In Command, First Officer, and/or Customer Service Agent, or if during transit, may be refused further transport upon arriving at the next stop.
16. Muzzled, pregnant, injured, or sick pets will not be accepted.
17. Carrier reserves the right to levy any fees to the traveler/owner if there are any damages or cleaning required to the aircraft related to the transportation of the pet; a minimum charge of \$50.00 will be assessed.

18. Carrier will not be liable for illness or injury to a pet or death of a pet when the pet has been handled by Carrier with ordinary standards of safety and care or when Carrier has acted in the interests of the entire flight such as in an emergency or a Force Majeure event.
  19. The liability ceiling for Carrier shall not exceed USD \$500.00 in the event of the death of a pet while within the confines of an aircraft if deemed the death was due to mishandling by Carrier.
  20. Carrier will not be liable for any loss or expense due to the passenger's failure to comply with the provisions of this Rule.
  21. Carrier reserves the right to deny boarding of any pet if any conditions outlining these rules and restrictions are not met.
  22. As a general rule, Carrier will normally accept two pets per flight; however, the number of pets allowed on each flight will also be based on the size of the pets. Normally we allow 2 small (under 26 lb.) pets, or one small and one large (over 26 lb.) pets. We avoid having 2 large pets to prevent the possibility of them becoming unruly with each other during flight. Exceptions may be made depending on the size of the pets and also at the discretion of the Pilot In Command.
  23. Reservations for pets can only be made on Carrier's flights only. Should you be making a reservation that includes flights on any other carrier, we do not transmit that information to them. You must contact them directly to make arrangements. We take no responsibility if the other carrier refuses to transport your pets.
- B. General Conditions – Non-Service Animals

The maximum size for any kennel/crate used to transport a pet is 40" l x 27" w x 30" h. This kennel will be positioned on a bench seat, except for flights 3000-3999 where the animal will be placed safely at the Passenger's foot space outside the aisle way.

**1. Southern Flights**

- a. There must be one person 16 years of age or older to accompany each carrier or kennel.
- b. Up to two pets with a combined weight of 25 lbs. or less and in the same carrier will be charged a \$25.00 service fee for their entire trip.
- c. Pets from 26 lbs. up to a maximum of 40 lbs. will be charged a \$75.00 service fee for each leg of their trip. A leg is determined to be the individual stop(s) made between the origin and final destination. For example, a nonstop flight from Pittsburgh to Lancaster is charged \$75.00. A direct or connection flight such as Dallas/Ft. Worth to Memphis via Harrison would be assessed \$150.00 (the leg from Dallas to Harrison is \$75.00, and the leg from Harrison to Memphis is \$75.00).
- d. There is a strict limit of two animals on each flight, acknowledging that small pets within one kennel counts as one animal.
- e. It is recommended that pets be given a mild sedative prescribed by the vet prior to flight.

**2. Mokulele Flights**

- a. There must be one person 16 years of age or older to accompany each carrier or kennel.
- b. Up to two pets with a combined weight of 25 lbs. or less and in the same carrier will be charged a \$25.00 service fee for their entire trip.
- c. Pets from 26 lbs. up to a maximum of 80 lbs. will be charged a \$75.00 service fee for each leg of their trip. A leg is determined to be the individual stop(s) made between the origin and final destination. E.g., a nonstop flight from Honolulu to Kapalua is charged as \$75.00. A direct or connection flight such as Honolulu to Kahului via Ho'olehua would be assessed \$150.00 (the leg from Honolulu to Ho'olehua is \$75.00, and the leg from Ho'olehua to Kahului is \$75.00).

- d. Mokulele will allow an Unaccompanied Minor over the age of 15 to transport a pet provided they are not traveling with anyone younger than they are.

**3. Flights 3000-3999**

- a. There must be one person 16 years of age or older to accompany each carrier or kennel.
- b. Up to two pets with a combined weight of 25 lbs. or less and in the same carrier will be charged a \$50.00 service fee per flight. The carrier must be situated in the foot space outside of the aisle.
- c. Pets who cannot fit in the foot space must occupy a seat, via purchased or complimentary flight reservation pass
- d. It is recommended that pets be given a mild sedative prescribed by the vet prior to flight.

**C. Service Animals**

1. Carrier is PART 382-certified and falls under rules that state: Due to our certification and size of our aircraft, Carrier reserves the right to not allow Service Animals.
2. Service Animals must be able to provide assistance to a qualified person with a disability. Carrier must also accept the credible verbal assurances of qualified disabled individuals using such animals.
3. Service Animals are allowed when accompanying an individual who requires assistance with a disability.
4. Neither owner nor Service Animal may occupy the last row behind the boarding door, an emergency exit seat, or in any way block access to any emergency exit doors of the aircraft.
5. Service Animals are specifically trained to behave properly and in a non-disruptive manner in public settings, and a properly trained guide dog will remain at the feet of its owner. Any animal that engages in behavior that is disruptive or threatening has not been properly trained to behave as a Service Animal and will not be carried.
6. Service Animals need to be called in and noted in the passenger's reservation at least 48 hours prior to travel, or when initial travel reservations are made. We have a limit to the number of pets allowed on any given flight. To be fair with those traveling with pets, we need to have this information early on to make sure that we do not have more pets than are allowed. Call (800) 329-0485 (Southern Airways), (866) 260-7070 (Mokulele), or Member Services at (800) 365-6179 (flights 3000-3999) to verify the number of pets and to make accommodations.
7. The U.S. Dept. of Transportation advises that, under the Air Carrier Access Act (ACAA), a Service Animal is an animal that is individually trained or able to assist a person with a disability; or an animal that assists persons with disabilities by providing emotional support.
8. Carrier's desire to safely accommodate everyone possible is our number one priority. We also abide by established rules of the ADA/U.S. Dept. of Justice. At times it may not be possible to accommodate all animals. With all things being equal, a passenger traveling with a Service Animal will be boarded ahead of a passenger traveling with a pet. At times, even with proper documentation, a Service Animal and its owner may not be allowed to fly due to the limitations of the aircraft.
9. There is no fee for a Service Animal; however, should a Service Animal be of a size where it does not fit within the footprint of the seated owner, the Service Animal will be required to purchase space on flight(s), or they have the option to wait for the next available flight that has seats available.
10. The U.S. Department of Transportation requires this Service Animal Air Transportation form to be provided when you check-in. It provides information on the animal (condition, training, behavior, etc.), and also provides assurances that the animal will be harnessed, leashed, or

tethered at all times and outlines provisions for reimbursement should there be any damage caused by the animal while in flight. You must bring this completed form with you. (For Hawaii – you may skip the first item under Animal Health that refers to being vaccinated for rabies.)

1. U.S. Department of Transportation Service Animal Air Transportation Form

D. Animals In General (Mokulele)

1. Mokulele will allow the transport of certain animals other than domesticated dogs or cats. Animals must not be on the list of prohibited animals as outlined by the State of Hawaii Department of Agriculture (SoHDA). In addition, Carrier still reserves the right to prohibit transporting any animal(s).
2. Here is a list of prohibited animals provided by the SoHDA (subject to change without notice): <https://hdoa.hawaii.gov/pi/files/2012/12/AR-71P.pdf>
3. Animal(s) will be transported via the Wikiwiki Service. Wikiwiki items are transported on a space-available basis only. Animal(s) must be in leakproof containers/kennels/cages that will be able to contain the animal(s) safely and humanely. The size of the container cannot be larger than 30" w x 14.5" h x 48" l, and weigh no more than 70 lbs. including the animal, otherwise, it will not fit in the cargo area of the aircraft. In addition, that area has no lighting, is not temperature controlled, and is not pressurized. Aircraft can attain altitudes of 10,500 feet above sea level for periods of 15 to 30 minutes at a time. Please keep that in mind for the safety and well-being of any animal.
4. Each individual animal (not container) will be charged a fee of \$20.00 (subject to change) plus applicable Federal Tax currently at 6.25%. If there are 5 animals in one container, you will be charged \$20.00 per animal (\$100.00) plus applicable taxes.
5. Customer will need to fill in and sign the "Customer Acknowledgment Form for Animal Transport" that releases Carrier from any liability for damages or death of any animal.
6. Additional information can be found in the "Customer Acknowledgment Form for Animal Transport" and on our Wikiwiki website page (<https://mokuleleairlines.com/wikiwiki/>).

## 14. Ground Transfer Service

Carrier does not assume responsibility for the ground transportation of any passenger or his or her baggage between any airport used by Carrier and any other location. Ground transportation is at the passenger's expense.

A. Southern Airways

For passengers using Southern's complimentary shuttle service at DFW Corporate Aviation, all passengers must ensure a minimum connecting time of at least ninety (90) minutes to other carriers based at any of the main DFW Airport terminals, and at least sixty (60) minutes if connecting from a carrier that is based at the main terminals to Southern Airways Express.

Carrier does not provide any shuttle service to Love Field or other Dallas-area destinations beyond the main terminals at DFW Airport.

## 15. Travel Documents

Each Passenger desiring transportation across any international boundary is responsible for obtaining all necessary travel documents and for complying with the laws of each country flown from, through, or into which he/she desires transportation. The Passenger will pay or reimburse each carrier for any loss, damage, or expense suffered or incurred by such carrier by reason of such Passenger's failure to do so. Carrier is not liable for any assistance or information provided by any agent/employee of Carrier to any

passenger relating to such documents or compliance with such laws or for the consequences to any passenger resulting from his/her failure to obtain such documents or to comply with such laws. Where legally permitted, Carrier reserves the right to hold, photocopy, or otherwise reproduce a travel document presented by any Passenger.

Subject to applicable laws and regulations, the Passenger must pay the applicable fare whenever Carrier, on government order, is required to return a Passenger to his/her point of origin or elsewhere due to the Passenger's inadmissibility into/or deportation from a country. The fare will be the applicable fare in effect at the time of the original Ticket's issuance. Any difference between the applicable fare and the fare paid will be collected from or refunded to the Passenger, as the case may be. Carrier will apply to the payment of such fares any funds paid by the Passenger for unused carriage or any funds of the Passenger in possession of Carrier. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by Carrier unless the law of such country requires that the fare be refunded.

This Rule and its limitations include, but is not limited to, Travel Documents related to travel by minors. Some countries require special documents for minors traveling with only one parent to/from an international destination.

## **16. Screening of Passengers and Baggage**

Passengers and/or their baggage are subject to security screening, including but not limited to, background checks, security profiling, physical pat-downs and inspections, x-ray screening, manual bag searches, questioning of Passengers, and use of electronic or other detectors or screening or security devices, in the sole discretion of the government, airport, or Carrier, and with or without the Passenger's presence, consent or knowledge. Neither Carrier nor its employees or agents are liable for any damage, loss, delay (including refusal to transport), confiscation of property, injury, or other harm relating to or arising out of security screening or Passenger's failure to submit to or comply with such security screening.

## **17. Refusal To Transport**

Carrier shall have the right to refuse to transport or shall have the right to remove from the aircraft at any point, any Passenger for the following reasons:

- A. Failure by passenger to comply with the Rules of this Contract of Carriage.
- B. Persons requiring the following medical equipment or services, which either are not authorized or cannot be accommodated on Carrier's aircraft:
  1. Medical oxygen for use onboard the aircraft.
  2. Incubators, respirators, or any other medical device that must receive power from the aircraft's electrical power supply.
  3. Persons who must travel on a stretcher.
- C. Whenever a passenger has not paid the appropriate fare for a ticket, baggage fees, or applicable service charges for services required for travel, or produced satisfactory proof to Carrier that the passenger is an authorized non-revenue passenger or has engaged in a prohibited practice.
- D. Whenever such action is necessary for reasons of aviation safety, or to comply with any Federal Aviation Administration (FAA) regulation, Transportation Security Administration (TSA), or other applicable government regulation, or to comply with any governmental request for emergency transportation in connection with the national defense.

- E. Whenever such action is necessary or advisable by reason of weather or other conditions beyond Carrier's control (including, without limitation – acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, or disturbances, whether actual, threatened or reported).
- F. Whenever a passenger refuses to submit to electronic surveillance or to permit the search of his/her person or property.
- G. Whenever a passenger refuses to produce identification satisfactory to Carrier or who presents a ticket to board and whose identification does not match the name on the ticket (Carrier will require identification of persons purchasing tickets and/or presenting a ticket(s) for the purpose of boarding the aircraft due to Department of Homeland Security (DHS) requirements.
- H. Persons whose conduct is or has been known to be disorderly, abusive, offensive, threatening, intimidating, or violent and may pose a threat to flight safety.
- I. Persons who are shirtless, barefoot, not properly clothed, or have strong and offensive body odor offending or disrupting other Carrier guests as solely determined by Carrier, its representatives, and/or any government authority or representative and/or any law enforcement representative, agent or authority.
- J. Persons who are unable to occupy a seat with the seat belt fastened, or persons whose body weight exceeds load limits specified by the aircraft manufacturer and are beyond the limits of a Customer of Size as outlined in Rule 10.
- K. Persons who fail to comply with or interfere with the duties of the members of the flight crew, federal regulations, or security directives, or who assault any employee of Carrier including gate agents, flight crew, or any Carrier passenger.
- L. Persons who, through and as a result of their conduct, cause a disturbance such that the captain or member of the cockpit crew must leave the cockpit in order to attend to the disturbance.
- M. Persons who appear to be intoxicated or under the influence of drugs, unless the appearance of such condition is solely due to the person being a qualified individual with a disability.
- N. Persons who are known to have a contagious or communicable disease.
- O. Persons who refuse to comply with instructions given by Carrier's employees or representatives prohibiting the solicitation of items for sale or purchase, including airline tickets, passes, or travel award certificates.
- P. Persons who wear or have on or about their persons concealed or unconcealed deadly or dangerous weapons; provided, however, that Carrier will carry passengers who meet the qualifications and conditions established in Federal Aviation Regulation 14 C.F.R. § 108.11.
- Q. Manacled persons in the custody of law enforcement personnel, persons brought into the airport in manacles, persons who have resisted escorts, or escorted persons who express to Carrier's Employees an objection to being transported on the flight.
- R. Persons who have misrepresented a condition that becomes evident upon arrival at the airport, and the condition renders the passenger unacceptable for carriage.
- S. Persons who cannot assist with their own evacuation during an emergency.
- T. Persons who do not qualify as acceptable Non-Ambulatory Passengers.
- U. Persons carrying or in possession of marijuana (even if with prescription) and/or CBD oil.
- V. Pregnant passengers expecting delivery within seven days unless such passenger provides a doctor's certificate dated no more than 72 hours prior to departure stating that the doctor has examined and found the Passenger to be physically fit for air travel to and from the destination requested on the date of the flight and that the estimated date of delivery is after the date of the last flight.
- W. Persons who are unwilling or unable to abide by Carrier's non-smoking rules.

Carrier may, at the request of a passenger who is removed or refused transportation in accordance with this Rule, provide a refund in accordance with Rule 21.

For all intents and purposes, the acceptable forms of identification for adults and children shall be those listed on the TSA's website ([www.tsa.gov/travel/security-screening/identification](http://www.tsa.gov/travel/security-screening/identification)). Because many of our locations do not have TSA checkpoints, the use of an expired or temporary I.D. is not feasible as there is no way for us to verify the information that is being provided to us.

The fare of any passenger denied transportation or removed from Carrier's aircraft en route will be refunded in accordance with Rule 6 of this Contract of Carriage. The sole recourse of any passenger who is refused transportation or is removed en route will be the recovery of the refund value of the unused portion of his or her ticket.

## 18. Smoking Policy

Smoking of any kind (cigarettes, cigars, pipes, etc.), and the use of electronic, simulated smoking materials (E-Cigarettes, e-cigs) onboard the aircraft is prohibited at all times. Recharging of E-Cigarettes and/or their batteries onboard the aircraft is also prohibited.

Due to their potential to overheat or cause fire when activated (as determined by the FAA and ICAO), battery-powered portable electronic smoking devices are not permitted in any checked baggage, including gate-checked baggage or in any external baggage compartment of the aircraft. Please inform a Carrier agent if you have any such device in any of your baggage.

The e-liquid for e-cigarette devices is limited to 3.4 ounces per passenger.

## 19. Baggage (including Lithium Batteries, Firearms, Sports Equipment)

Provisions contained in this Rule are arranged in the following order:

- General Conditions of Acceptance
  - Personal Item Allowance
  - Free Baggage Allowance
  - Baggage Fees
  - Cabin Baggage Requiring a Seat
  - Sports Equipment
  - Heavy Items
  - Specialty Items
  - Firearms & Ammunition
- A. General Conditions of Acceptance
1. Passengers may check Baggage for carriage in the cargo compartment of the aircraft and/or may carry baggage on board the aircraft subject to provisions in this Rule.
  2. Passengers must present a valid Ticket for transportation on Carrier or on Carrier and one or more other carriers with which Carrier has an Interline Transportation agreement.
  3. Baggage will be carried on the same aircraft as the Passenger unless such carriage is deemed impractical by Carrier, in which event the Carrier will make arrangements to transport the baggage on the next flight on which space is available.
  4. All Baggage or other property for which Carrier assumes custody and for which it issues a Baggage Claim Check shall be deemed acceptable for transportation by air; however, Carrier

has the right to refuse to accept Baggage without a signed Release of Liability from the Passenger).

5. All Baggage tendered to Carrier is subject to inspection by Carrier and/or the Transportation Security Administration (TSA).
6. Carrier will not accept any item that is either confiscated or denied transport by TSA.
7. No dangerous goods or Hazardous Materials will be accepted onboard any Carrier flight unless specifically exempted as a dangerous good or Hazardous Material by 49 CFR Parts 171-180 and/ or the International Air Transport Association Dangerous Goods Manual.
8. If Passenger is connecting from another airline to Carrier, it is the passenger's responsibility to retrieve their checked baggage and to check Baggage in with Carrier at our ticket counter if there is no interline agreement in place.
9. Carrier is not responsible for passenger(s) checked baggage left at the baggage claim area at passenger(s) arrival airport. It is the passenger(s) responsibility to retrieve checked baggage. Checked baggage left at Carrier's baggage claim area will be held by Carrier for ten (10) days. Carrier will not be responsible for any delivery charges for such baggage.
10. Carrier is not liable for damage to a customer's Checked Baggage, Carry-on Baggage, or other property that contains fragile or perishable items when such damage is caused by the fragile or perishable items.
11. Carrier will not accept items packed in Styrofoam containers; however, items that are packed in Styrofoam as padding that is inside another sealed box or container are fine.
12. Carrier will not accept wet ice (frozen water) or items containing wet ice as Carry-on Baggage or Checked Baggage.
13. Customers are responsible for all damage caused by their property, whether such damage is to their property or someone else's property.
14. Carrier will not accept Baggage subject to the following conditions:
  - a. To a point that is not on the Passenger's routing.
  - b. Beyond the Passenger's next point of Stopover or, if there is no Stopover, beyond the final destination of the Ticket.
  - c. More than two hours (one hour for flight numbers 3000-3999) prior to Passenger's scheduled flight departure, subject to the hours of the individual airport.
  - d. To an intermediate point unless the intermediate point to which the baggage is to be checked is a permissible Stopover point at the fare paid. EXCEPTION: If the Passenger is making a connection to the first available Carrier flight departing from such intermediate point and the connection exceeds four hours, the Passenger may reclaim his/her Baggage at such intermediate connecting point if requested in advance and prior to check-in of the baggage.
  - e. When the size, weight, character, or type of packaging (such as sharp objects contained within or items in thin plastic such as garbage bags) renders it unsuitable for transportation on the aircraft, or when the property cannot be accommodated without harming or annoying other Passengers.
  - f. If the Passenger fails to check in and present Baggage at least 45 minutes prior to scheduled departure (15 minutes for flight numbers 3000-3999).
  - g. If Baggage is not labeled or tagged with the Passenger's identification and the Passenger's name does not appear on the Baggage.
  - h. If any destination would effectively bypass required customs, agriculture, or security inspections and/or clearances.
  - i. For a flight to be operated on a later date.
  - j. The contents contain prohibited hazardous materials.

15. Size Limitations

**Southern and Mokulele** – Maximum Outside Dimensions and Weight limitations for each piece (currently 30" W x 14.5" H x 48" L and 50 lbs.). Surcharges apply for overweight baggage up to 70 lbs.

**Flights 3000-3999** – Maximum Outside Linear Dimensions and Weight limitations for each piece (currently 44 linear inches and 30 lbs.)

B. Personal Items & Allowance

1. Carrier does not allow Carry-On Baggage in the cabins of its aircraft. Personal items are allowed and are determined by size, shape, content, and weight. Items with wheels and handles do not determine the category of baggage, personal, or other items. A sample of personal items includes a purse or handbag, briefcase, computer (including case), camera (including case), diaper bag, cane, walking stick, crutches, braces, or other assistive devices of similar size. Items that are too large or irregularly shaped to fit on a person's lap or in an approved stowage location cannot be accepted in the passenger cabin.
2. Personal items must be of such a size as to allow to be carried by the passenger on their person (in their lap) and strapped under the seatbelt or have a handle to allow the aircraft seatbelt to safely secure through the handle, or, when available, placed in an approved stowage location such as an overhead bin or under the seat in front of you. This is to prevent movement of the item and prevent possible injury to passengers and crew, and damage to the aircraft.
3. Items such as coats, umbrellas, reading materials, food for immediate consumption, infant restraining devices, service animals, and devices or other items of similar size are not personal items and do not count against the personal item allowance.
4. All personal items and other non-counted items must be weighed and included in the passenger's weight for Weight and Balance calculations.
5. In no case will an item above 14.5" W x 12" H x 10" L and weighing over 15 pounds be allowed as a Personal Item. Any items that are outside of this guideline will need to be checked as luggage or be gate-checked.
6. Operations, security directives, or other safety considerations may require limitations to the allowable Personal Items on a specific flight. Carrier reserves the right in its sole and absolute discretion to determine the suitability and placement of storage of any items to be carried in the cabin of the aircraft.
7. Carrier will refuse to transport Personal items that may be harmful or dangerous to a passenger, the flight crew, or the aircraft. Carrier reserves the right to visually inspect a Passenger's Personal Items.
8. Personal Items are the sole responsibility of the passenger. Claims for damaged, lost, forgotten, or missing Personal Items will not be accepted by Carrier.
9. Personal Items shall not be stowed in a manner that blocks access to normal or emergency exits, aisles, fire extinguishers, or visibility of the Seat Belt/No Smoking signs.
10. The number, size, and dimensions of carry-on items allowed by the Carrier on a particular aircraft or flight shall be at the Carrier's sole discretion.
11. A Flight Crewmember (or a Flight Attendant if applicable) is responsible for verifying the proper stowage of all personal and other items completely under the passenger seatbelt, secured with the seatbelt via a handle on the item, under a passenger seat or in an approved stowage location such as an overhead bin prior to the closing of the passenger entry door in preparation for taxi.
12. Only small lightweight items that would not impede the exit from any seat and would not strike or injure a passenger may be stowed in Seat Pockets (if available). Examples of such

items are cell phones, reading glasses, etc. The item must not weigh more than one pound and must not exceed 3 inches by 6 inches by 1 inch.

13. Small musical instruments such as a ukulele, violin, etc., will be allowed provided that they fall within the size and weight limitations and have a handle. Should the item be larger than allowable criteria to be taken onboard, the instrument will need to be checked in and a baggage tag will be generated at the counter. The Passenger must sign the Waiver of Liability at that time. Applicable fees will apply. Carrier is not liable for loss or damage to any musical instruments that are Checked as Baggage or carried onboard as a Personal Item.

C. Free Baggage Allowance

One wheelchair per Passenger will be carried at no charge as Checked Baggage if it meets sizing requirements and will be carried in the cargo compartment of the aircraft. A second wheelchair is subject to standard Baggage Fees.

**Southern Airways**

1. You are allowed two (2) pieces of free Baggage for each fare-paying passenger at no charge, but subject to space and weight restrictions.
2. Southern considers Sports Equipment as standard Baggage

**Mokulele Airlines**

1. Military Passengers traveling on orders may check, at no cost, 2 items. Duffel or sea bags can be up to a maximum weight of 70 lbs. with outside dimensions no more than 30" w x 15" h x 45" l.
2. Lap Children are not allowed free baggage. However, a stroller or car seat will be carried at no cost when traveling with a child under the age of 8. Carrier is not liable for damage to strollers or car seats.
3. Passengers traveling on a myIDTravel or a Buddy Pass ticket are allowed one (1) free bag up to 50 lbs. at no charge.

**Flights 3000-3999**

1. You are allowed 30 pounds of free Baggage for each fare-paying passenger at no charge, but subject to space and weight restrictions.
2. On these flights, Carrier considers Sports Equipment as standard Baggage

D. Baggage Fees

1. Carrier will transport the passenger's baggage between points shown on their ticket for a fee, subject to the conditions of acceptance below and the allowances set forth in this Rule. For purposes of this Rule, Baggage fees are based on the number of pieces of Baggage that will be carried as Checked Baggage.
2. Baggage fees paid online, through our Call Center, or at the airport are nonrefundable if unused

**Southern**

Total baggage allotment is 50 lbs. per person including both checked baggage and personal item(s).

- a. Up to two (2) pieces of Baggage, each having Maximum Outside Linear Dimensions not exceeding fifty-two (52) inches and not weighing more than fifty (50) lbs. in total between the two bags, provided such Baggage is checked for carriage in the cargo hold of the aircraft.

**Mokulele**

Fees for checked baggage per passenger is as follows:

- a. \$20.00 1st item
  - b. \$30.00 2nd item
  - c. \$50.00 3rd item and subsequent items thereafter
  - d. \$35.00 Sports Equipment Fee (golf bags, surfboards up to 6 feet (72 inches), rifle cases, archery bow cases, etc.)
  - e. \$35.00 Heavy Baggage Fee – any Checked item (including Sports Equipment) weighing over 50 lbs. but with a maximum of 70 lbs.; this is assessed on top of the regular baggage fee
  - f. A maximum of six (6) checked bags (including Sports Equipment and Gate Check items) are allowed per traveling passenger unless otherwise specified herein. Also, checked items 3 through 6 will be considered excess baggage should there be a need to leave bags behind to continue on the next available flight if there is a weight and balance issue.
- E. Cabin Baggage Requiring a Seat
- When a Passenger requests that an item be carried in the Passenger cabin of the aircraft (Cabin Baggage), and it is determined by Carrier in its sole and absolute discretion that the item is acceptable in the cabin but is so fragile and/or bulky as to require the use of a seat, the provisions below will apply:
1. A seat for the Cabin Baggage must be reserved in advance.
  2. Carrier will charge the applicable full Adult fare for the portion of the trip on which the extra seat is used (Cabin Baggage will not be included in determining Baggage Allowance or Excess Baggage Charges).
  3. Cabin Baggage must be carried aboard the aircraft by the Passenger and be secured in a seat with a seat belt.
  4. The maximum permissible weight for Cabin Baggage is 165 lbs.
- F. Sports Equipment
- Sports Equipment such as bicycles, golf bags, archery bow cases, etc. shown below are subject to the Sports Equipment fee (and Heavy Baggage Fee if over 50 lbs.). In addition, Carrier is not liable for damage to any Sports Equipment. The items listed below will be accepted as Sports Equipment by Carrier (unless otherwise noted) and are subject to the conditions shown:
1. Bicycles – only accepted on Carrier if the bicycle does not exceed the maximum width of 30 inches and can fit within the interior confines of the cargo area. The front tire and handlebars must be dismantled from the bicycle. Bicycle tires are considered a part of the accompanying bicycle if unmounted.
  2. Golf Equipment – one standard golf bag containing one set of golf clubs, golf balls, and one pair of golf shoes, with or without a built-in garment bag or cooler. The golf bag should be appropriately covered (e.g., zipped and/or locked in a golf bag carrying case). Note that Golf Equipment is not allowed on flights 3000-3999 due to limited space.
  3. Archery Bow Case – defined as one bow case containing bow(s), quiver of arrows, average-sized target, and maintenance kit. Note that Archery Bow Cases do not fit on flights 3000-3999.
  4. Bowling bag (large, containing 2 or 3 balls); if it is a single ball bag, it will be considered standard Baggage and charged accordingly (it cannot travel in the cabin).
  5. Scuba Rebreather Equipment/Scuba Dive Tank – to include one container with up to 3 empty Rebreather Tanks and equipment or one empty Dive Tank will be considered as one item of Equipment. Rebreather Equipment must be encased in a suitable container sufficient to prevent scratches, dents, or other damage during normal handling. Rebreather Tank/Dive Tank must have the regulator valve completely disconnected and removed from the tank.

The tank must not be sealed (that is, the tank has an open end). The tank must have an opening to allow for a visual inspection by a TSA Security Screener or a Carrier employee. Other items such as fins, weights, masks, etc., if in a separate container, will be considered standard Baggage and charged accordingly.

6. Skateboard/Hoverboard with Lithium Batteries –Carrier will NOT accept the transport of hoverboards or any item resembling a battery-operated (particularly Lithium powered) skateboard
  7. Oars/Paddles – one pair of oars/paddles or one oar case containing up to two oars up to a maximum of 6 feet in length will be accepted free of charge when checked in
  8. Fishing Tackle Box –will be considered standard Baggage and charged accordingly (it cannot travel in the cabin)
  9. Fishing Rod(s) – should be encased in a cylindrical fishing rod container suitable to withstand normal checked Baggage handling without sustaining damage to the rod; will be considered standard Baggage and charged accordingly (it cannot travel in the cabin). Note that Fishing Rods do not fit on flights 3000-3999.
  10. Spears / Spear Guns – Spears must have the tips protectively covered (cork or similar) and in a cylindrical tube (such as PVC tubing) or taped together; will be considered standard Baggage and charged accordingly (it cannot travel in the cabin)
  11. Surfboards, wakeboards, kiteboards, wave skis – may not exceed 6 feet (72 inches). Surfboard bags, wakeboard bags, or kiteboard bags can contain up to two boards; wave ski bags can contain one wave ski. Each bag will be considered one piece of Sports Equipment.
    - a. The surfboard's skeg (fin) must be removed or well-padded and the entire board encased in a suitable container sufficient to prevent scratches, dents, or other damage during normal handling
    - b. Surf and wave equipment will be transported on a space-available basis only and will be carried subject to load capacity
  12. Boogie Boards (also known as Bodyboards) – are not considered Sports Equipment. However, all normal baggage fees and weight and size restrictions will apply. If the boogie board is packed in a bag, the combined weight of the board, bag, and items included in the bag will be considered one (1) item and is subject to all normal baggage fees and weight and size restrictions.
  13. Empty Golf Bag –an empty bag is not considered Sports Equipment; it will be considered one (1) piece of Baggage and is subject to all normal baggage fees and weight and size restrictions.
- G. Heavy Items  
Baggage that meets all size requirements but weighs from 51 to 70 lbs. is considered a Heavy Bag and will be assessed the Heavy Baggage Fee.
- H. Specialty Items
1. Carrier is not liable for loss, damage, or delay of any Specialty Items, regardless if the Waiver of Liability is not signed.
  2. Battery-powered hand tools will be accepted as Checked Baggage subject to the conditions specified below:
    - a. The battery must be removed from the powered hand tool to prevent the tool from becoming engaged and battery terminals must be insulated or protected against short circuits
  3. All lithium batteries, whether separate or a part of some tool or electronic piece of equipment or other apparatus are subject to validation of total Watt-Hours (Wh). Anything over 100 Wh cannot be transported.

4. Carrier will not transport any type of Lead Acid Batteries, including Sealed Lead Acid (SLA) batteries
  5. Fragile or Perishable Items may be accepted as Checked Baggage only if it is packaged appropriately (e.g., in an original, factory-sealed carton, in a cardboard mailing tube, in a container/case designed for shipping such item, or packed with protective internal material).
  6. Dry Ice will be accepted for carriage in Checked Baggage as long as the ice is being used to keep an item cool. Carrier will accept no more than 5.5 pounds of dry ice, properly packaged per DOT Hazardous Materials Guidelines onboard any turboprop aircraft. You must let the counter agent know you are carrying Dry Ice and how much you have.
  7. Seafood and prepared foods in boxes or coolers are subject to standard Baggage Fees/Heavy Bag Fees/Baggage Counts. Carrier is not liable for spoilage of seafood or prepared foods due to any delays or weather conditions that may prevent the normal operation of scheduled or nonscheduled flights. Seafood and prepared foods will be accepted only if it is wrapped in sealed protective material and packed in a leak-proof container.
- I. Firearms & Ammunition
1. Acceptance of firearms and ammunition is at the sole discretion of Carrier staff and only when permitted by governmental regulations
  2. Firearms may not be able to be accepted on certain aircraft. Please reach out to Carrier staff to find out more information.
  3. Firearms will be accepted only from a customer who is 18 years of age or older
  4. In accordance with U.S. Federal law, a Passenger who presents Baggage containing a firearm must declare that the weapon is unloaded and sign a declaration stating that it is unloaded. It will be dated on the day the Baggage is accepted for transportation.
  5. Baggage containing firearms will be transported in an area, other than the cockpit, that is inaccessible to Passengers
  6. Except for military missions (e.g., CRAF), at no time will fully automatic weapons be acceptable
  7. A law officer will be permitted to carry a firearm on board the aircraft in compliance with applicable federal, state law, or governmental regulations provided advance notice is received by Carrier and a "Notice To Armed LEO" form is filled out and on file with the flight manifest
  8. Carrying of Firearms and Ammunition
    - a. Firearm cases must be securely locked. Each manufacturer's lock hole must have a lock in place (TSA-recognized locks are allowable).
    - b. Rifles and shotguns must be packed in hard-sided, locked cases that are rigid enough to prevent separating the case ends (allowing you to be able to slide out the firearm). Cases must meet IATA requirements. Each case is considered to be a piece of Sports Equipment.
    - c. Handguns must be packed in a hard-sided lockable container. Baggage containing firearms must be locked at the time of acceptance by Carrier and the key or combination retained in the Passenger's custody.
    - d. Passenger may have up to a maximum of 11 lbs. (5 kgs.) of properly packaged small arms Ammunition that will be checked as Baggage. Ammunition must be packed in the manufacturer's original package or securely packed in fiber, wood, or metal containers and the Ammunition inside the container must be protected against shock and secured against movement. Ammunition must be packed separately from the firearm. The Passenger shall make a written declaration confirming that the above provisions are

met. The maximum gross weight of Ammunition accepted for carriage on any one aircraft is limited to 70 pounds (31.8 kgs).

- e. Ammunition with explosive or incendiary projectiles will not be accepted.

## 20. Denied Boarding Compensation

Upon request, Carrier will advise a customer if his/her flight is overbooked. When Carrier determines that there are not enough available seats on a flight to accommodate all customers holding confirmed reservations and tickets, Carrier will take action as specified below regarding voluntary and/or involuntary denied boarding.

### A. Voluntary

1. Carrier will ask for customer(s) to voluntarily relinquish their seats in exchange for compensation in the form of a travel credit as determined by Carrier. The request for, and selection of, volunteers will be in a manner determined solely by Carrier. Because the selection of volunteers is based on a variety of factors, and because we may have more volunteers than we need, some volunteers may not be selected.

### B. Involuntary

1. If a flight is oversold and there are not enough volunteers, Carrier may be required to deny boarding involuntarily, in accordance with the following:
  - a. Ease of re-accommodation.
  - b. Fare/Class of Service purchased.
  - c. Time of check-in.

Special efforts will be made to never involuntarily deny boarding to customers requiring special assistance or to unaccompanied minors.

- C. Carrier will transport customers who have been denied boarding, whether voluntarily or involuntarily, on its next flight on which space is available at no additional cost to the customer. If Carrier is unable to provide onward transportation, Carrier will attempt to arrange transportation for the customer on the next available flight of another airline with which Carrier may or may not have an agreement with, allowing the acceptance of each other's tickets at no additional cost to the customer.

### D. Compensation for Flights

1. Involuntary – Carrier will offer the following compensation to customers denied boarding involuntarily on flights within the Carrier's network:
  - a. A transferable voucher for one free roundtrip coach class ticket on Carrier within Carrier's network (certain restrictions may apply to these tickets, which are disclosed in materials available from Carrier's agents).

### E. Waiver of Payment of Compensation

Denied boarding compensation payment may not be made if:

1. The customer has not complied with the applicable time limit for presenting himself or herself at the boarding gate even if the customer has already checked in at another location.
2. The customer is offered accommodations in a class of service on the aircraft other than that specified on his/her ticket (at no extra charge), except that a customer seated in a section for which a lower fare is charged shall be entitled to an appropriate refund.
3. The flight for which the customer holds confirmed reserved space is unable to accommodate that customer because of the substitution of equipment of lesser capacity when required by operational or safety reasons.
4. Carrier arranges comparable air transportation, or other transportation used by the customer at no extra cost to the customer, that at the time such arrangement is made, is planned to arrive at the airport of the customer's next Stopover or, if none, at the airport of

the final destination not later than one hour after the planned arrival time of the customer's original flight or flight(s).

5. If Carrier refuses to transport the passenger for any of the reasons stated in Rule 17 of the Contract of Carriage.
- F. Free Air Transportation as Compensation for Travel  
Free air transportation is limited to one round trip ticket from any one city served by Carrier to any one destination served by Carrier within the Carrier's network. The voucher for free air transportation will be provided only to the customer who was denied boarding, although the customer may elect to transfer the voucher to another person.

The voucher for free air transportation must be exchanged for a ticket within one year from the date of issuance of the voucher. Tickets issued in exchange for free air transportation vouchers are valid for one year from the date of ticket issuance. All travel must be completed within one year of the date of ticket issuance. Space is subject to availability at the time of booking and travel must be via Carrier only and via the most direct routing on which space is available. A Stopover will be permitted only at the customer's outward destination. The ticket has no refund value and may be rerouted and reissued only by Carrier.

## 21. Rerouting

- A. Rerouting Eligibility  
Unless the fare purchased otherwise indicates, Carrier will reroute a passenger at the passenger's request and upon presentation of the ticket or portion thereof then held by the passenger plus payment of any applicable fees and fare differentials.
- B. Fare Applicable to Rerouting or Change in Destination.  
Passengers may change the routing and/or the ultimate destination designated on his/her ticket provided that, after transportation has commenced, a one-way ticket will not be converted into a Round Trip, Circle Trip, or Open Jaw Trip ticket. The fare and charges applicable to any change in itinerary, class of service, or change in ultimate destination made at the passenger's request through Carrier prior to arrival at the ultimate destination named on the original ticket, shall be the fare and charges in effect on the date when the revised routing and/or ultimate destination is entered on the passenger's new ticket. Any difference between the fare, penalties, and service charges applicable to the original ticket issued to the Passenger will be either collected from or refunded to the passenger, as the case may be.

## 22. Additional Liability Limitations

- A. Warsaw Convention Application.  
Carrier agrees in accordance with Article 22(1) of the Warsaw Convention that, as to all international transportation hereunder as defined in the Warsaw Convention:
  1. Carrier shall invoke the limitation of liability in Article 22(1) of the Warsaw Convention as to any claim for recoverable compensatory damages arising under Article 17 of the Warsaw Convention;
  2. Carrier shall avail itself of any defense under Article 20(1) of the Warsaw Convention with respect to that portion of such claim which does not exceed 100,000 Special Drawing Rights (SDR's);
  3. Except as otherwise provided in Rule 25.B.1 and Rule 25.B.2, Carrier reserves all defenses available under the Warsaw Convention to such claims. With respect to third parties, Carrier

reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity;

4. Carrier agrees that subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the law of the domicile or permanent residence of the Passenger;
5. Liability for delay of the Passenger shall not exceed the limitation set forth in the Warsaw Convention;
6. Nothing herein shall be deemed to affect the rights and liability of Carrier with regard to any claims brought by, on behalf of, or in respect to any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a Passenger; and
7. Any action brought pursuant to the Warsaw Convention is barred unless commenced within two years of the alleged occurrence.

B. General Limitation of Liability.

Except to the extent the Warsaw Convention or other applicable law may otherwise require or except as specifically provided otherwise in this Contract of Carriage, the following limitations of liability apply:

1. Carrier 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 Carrier unless such damage is proven to have been caused by the sole negligence or willful misconduct of Carrier and there has been no contributory negligence on the part of the Passenger.
2. Carrier shall not be liable for any damage arising out of Carrier'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 Carrier regarding such laws, regulations, orders, Rules, requirements or security directives.
3. Carrier shall not be liable for any punitive, consequential, or special damages arising out of or in connection with carriage or other services performed by Carrier, whether or not Carrier had knowledge that such damage might be incurred.
4. Any limitations or exclusions of liability of Carrier shall apply to and be for the benefit of Carrier's agents, employees, vendors, and representatives acting within the scope of their employment and also to any person whose aircraft is used by Carrier and its agents, employees or representatives acting within the scope of their employment.
5. Domestic Carriage Limitation of Liability for Baggage. If all of the Passenger's Ticketed segments are for carriage within the U.S.A., the following shall apply:
  - a. Liability for the loss of, damage to, or delay in delivery of a Passenger's personal property, including Baggage, when such personal property or Baggage has been checked (unless a higher value is declared in advance and additional charges are paid and personal property is not otherwise excludable), is limited to USD \$3,500.00 per Ticketed Passenger. Passenger will be responsible for documenting and proving the actual value of the loss. Carrier shall not be liable for any consequential damages arising from the loss of, damage to, or delay in delivery of Baggage.

C. Carrier assumes no responsibility or liability for Baggage or other items carried in the Passenger compartment of the aircraft.

D. In the case of loss, damage to, or delay in delivery of a Passenger's personal property, including Baggage, a preliminary notice of claim must be submitted to Carrier by the passenger within four hours after the arrival of the flight on which the Baggage was or was to be transported. In the

event of failure to give such preliminary notice of claim (absent extraordinary circumstances to be determined at Carrier's discretion), no action shall lie against Carrier.

1. Interim Purchases. Mokulele requires that receipts be presented for all reasonable expense reimbursements incurred due to the delay of the Passenger's bag, entitled after 24 hours unless the occurrence is on the last flight for that destination. Reasonable expenses to cover necessities such as toiletries and clothing, taking into account the ability to use the new items in the future, will be at USD \$25.00 per day for up to 3 days.
- E. After preliminary notice of claim to Carrier by the Passenger, the Passenger must obtain a written claim form from Carrier.
- F. The completed written claim form pertaining to the claimed loss, damage to, or delay in delivery of a Passenger's personal property, including Baggage must be received by Carrier's Call Center from the Passenger within 15 days after the flight date. If the Passenger fails to return the completed written claim form within the specified time period (absent extraordinary circumstances to be determined at Carrier's discretion), no action shall lie against Carrier.
- G. Wheelchairs and Other Assistive Devices. For domestic travel only, the baggage limitations of liability set forth in this Rule do not apply to claims for loss, damage, or delay concerning wheelchairs or other assistive devices. Liability for a lost or irreparably damaged wheelchair or other assistive device will be the original purchase price of the device, or where repairable, the actual cost of repair. Documentary proof is required from the Passenger for any claim for damages, loss, or repair. Carrier has the right to inspect and document any pre-existing damage prior to acceptance of wheelchairs or other assistive devices as Checked Baggage. The notice and claim requirements of this Rule do apply.
- H. Exclusions from Baggage Liability (Applies to Domestic and International Carriage).
  1. Notwithstanding the foregoing limitations, Carrier shall not be liable for the loss of, damage to, or delay in delivery of any fragile or perishable items, nor for loss of, damage to, or delay in delivery of any of the following:
    - a. Antiques, artifacts, heirlooms, collectibles, religious items and artifacts;
    - b. Frozen or preserved food and related items;
    - c. Backpacks not designed for travel, sleeping bags, and knapsacks made of plastic, vinyl, or other easily torn material with aluminum frames, outside pockets, or protruding straps and buckles;
    - d. Business equipment and business samples;
    - e. CDs, DVDs, MP3s;
    - f. Chinaware, glass, ceramics, pottery;
    - g. Computer hardware/software and electronic components/equipment;
    - h. Items checked in sacks or paper/plastic bags that do not have sufficient durability, do not have secure closures, or do not provide sufficient protection to the contents;
    - i. Items checked in corrugated/cardboard boxes, including cardboard boxes provided by Carrier, except for items that otherwise would be suitable for transportation without the cardboard box (e.g., bicycle, garment bag);
    - j. Electronic and mechanical items, including cell phones, electronic games; and other related items;
    - k. Eyeglasses, binoculars, prescription sunglasses and non-prescription sunglasses, and all other eyewear and eye/vision devices;
    - l. Garment bags not designed for travel;
    - m. Items made of paper (e.g., advertising displays, blueprints, maps, manuscripts, business/personal documents, historical documents, photos, books, negotiable papers, securities, etc.);

- n. Keys;
  - o. Jewelry, liquids, perfumes, liquor;
  - p. Medicines, medical equipment;
  - q. Money, gift cards, and gift certificates;
  - r. Natural fur products, precious metals/stones
  - s. Perishable items such as food, seafood, tobacco, and related items;
  - t. Photographic/cinematographic/audio/video equipment, cameras, and related items;
  - u. Firearms, ammunition, and other Sports Equipment;
  - v. Tools, battery-powered hand tools, tool boxes/containers;
  - w. Totally unprotected items such as tennis racquets and umbrellas, either individually checked or tied/strapped to the outside of luggage;
  - x. Silverware, knives, swords;
  - y. Irreplaceable items such as watches (timepieces), works of art such as paintings or sculptures; or
  - z. Any other similar valuable property or irreplaceable property included in the Passenger's Checked or Personal Items with or without the knowledge of Carrier.
2. Carrier shall not be liable for Baggage not claimed by the Passenger immediately upon arrival.
  3. Carrier shall not be liable for damage caused by a customer's property, whether such damage is to the customer's own property or to another's property, nor shall not be responsible for damaged Baggage that is received in such condition when delivered by another carrier for Interline Transfer to Carrier, nor shall not be liable for the loss of, damage to or delay in delivery of any Baggage accepted by another carrier for Interline Transfer to Carrier, if the Baggage is not acceptable for transportation as Checked Baggage by Carrier.
  4. A Passenger traveling with an animal shall be responsible for compliance with all governmental regulations and restrictions, including furnishing valid health and rabies vaccination certificates when required. Carrier will not be liable for loss or expense due to the Passenger's failure to comply with this provision, and Carrier will not be responsible if any animal is refused passage.
  5. Carrier shall not be liable for damage to Sports Equipment (such as archery equipment, boogie/skim/speed boards, bowling equipment, fishing equipment, hang gliding equipment, hockey/lacrosse sticks, javelins, kiteboarding equipment, oars, pole vaulting equipment, pool cues, re-breather equipment, scuba diving tanks, scuba/diving equipment, water skiing/snow skiing/snowboarding equipment, surfboards, surfboard equipment containers, surfboard bags, wave skis, wake-boards and windsurfing equipment, but not limited to these specific items).
  6. Carrier shall not be liable for damage to golf equipment that is not contained in a hard-sided case.
  7. Carrier shall not be liable for damage to bicycles that do not have the handlebars fixed sideways and pedals removed, handlebars and pedals encased in plastic foam or similar material, or are not contained in cardboard containers or hard-sided cases.
  8. Carrier shall not be liable for damage to transportation devices, excluding mobility devices.
  9. Carrier shall not be liable for damage to musical instruments.
  10. Carrier shall not be liable for damage to strollers.
  11. Carrier shall not be liable for any Baggage for which Carrier and/or its agents or representatives or any interline airline has received a signed release form from the passenger.

12. Carrier shall not be liable for damage to Checked Baggage which does not impair the ability of such Baggage to function and specifically shall not be liable for damage arising from the normal wear and tear of handling, including minor cuts, scratches, scuffs, dents, punctures, marks or soil.
  13. Carrier shall not be liable for loss of or damage due to normal wear and tear affecting protruding parts such as wheels or feet, external pockets, pull handles, hanger hooks, external locks, pull straps, and security straps unless the baggage handling determines the damage is a direct result that impairs the functionality of the baggage. All claims will be handled with careful and proper investigation. Carrier shall not be liable for loss of or damage to articles due to a manufacturer's defect or due to overpacked or overweight Baggage.
  14. Carrier shall not be liable for loss of or damage to articles due to a manufacturer's defect or due to over-packed Baggage.
  15. Carrier shall not be liable for loss of or damage to articles which are strapped, fastened or otherwise secured to other Checked Baggage and which are not independently tagged and/or packaged. Such items include but are not limited to, sleeping bags, luggage racks, luggage carriers, and umbrellas.
  16. Carrier shall not be liable for damage caused by improperly packed Checked Baggage or Personal Items.
  17. Carrier shall not be liable for the loss of, damage to, or delay in delivery of any Checked Baggage of a person traveling on a Ticket who is other than the Passenger to whom the Ticket was issued.
  18. Carrier shall not be liable for the loss of, damage to, or delay in delivery of any Checked Baggage of an employee of an airline other than Carrier or such employee's family or friends traveling on a non-revenue pass.
  19. Carrier will not be liable for delivery or interim expenses incurred by the Passenger with delayed baggage if the Passenger fails to meet the check-in time requirements set out in Rule 4.
- I. Declaration of Higher Value for Checked Baggage
1. A Passenger may, when checking in for a flight and presenting Baggage to be checked for transportation, declare a value higher than the maximum limitation of liability amount specified herein subject to the conditions and charges below, in which event Carrier liability shall not exceed the higher declared value.
  2. Carrier's higher valuation may be purchased at a one-way rate of higher declared value, but the total declared value may not exceed USD \$5,000.00.
  3. Declaration of higher value shall not apply to any items in Rule 25.
  4. Carrier has the discretion to not accept Baggage of any one Passenger having a declared value in excess of USD \$5,000.00 unless special arrangements have been made in advance by the Passenger with Carrier.
  5. When personal property, including Baggage, is tendered for transportation via two or more carriers with different maximum limits on declared value, the lowest limit for any such carrier shall apply to all carriers participating in such transportation.
  6. Excess value charges will be payable on a one-way basis at the point of Origin for the entire journey to the final Destination, provided that, if at a Stopover en route, a Passenger declares a higher excess value than that originally declared, additional value charges for the increased value from Stopover to the final Destination will be due from the passenger.

7. EXCEPTION: Excess value charges will be due from the Passenger to Carrier only to the point to which the Baggage is checked, or to the point of Transfer to another carrier if such point is before the point to which the Baggage is checked.
- J. Delivery of Baggage. Carrier will use reasonable efforts to return Checked Baggage within 24 hours of notice in writing by the Passenger of a delayed bag. Carrier will attempt to contact any Passenger who's unclaimed, Checked Baggage contains a name and address or telephone number. Delivery method will be conducted by any company of choice by Carrier.
- K. Limitation of Liability – Services of other carriers. Carrier's liability for damage, if any, shall be limited to occurrences on its own flights only, except in the case of Checked Baggage, in which case the Passenger also has the right of action against either the first or last carrier in the flown itinerary.
  1. A carrier issuing a ticket or checking baggage for carriage over the lines of others does so only as an agent and is not liable for actions on the part of the operating carrier.
  2. Carrier shall not be liable for the death or injury of a Passenger not occurring on its own operated flights.
  3. Carrier' liability in the case of refusal to transport a passenger on a specific flight or removal of a passenger en route pursuant to Rule 18 shall be limited to the refund value of the unused portion of the passenger's ticket in accordance with Rule 6.
  4. Carrier cannot guarantee that passengers will make connections to other flights of its own or those of other airlines. Carrier is not responsible for other airline fees upon a missed connection. In the event of flight schedule changes, Carrier will attempt to notify affected passengers as soon as possible. Carrier will use phone number(s), email address provided in reservation to attempt to contact passenger. Carrier is not responsible if information provided during the booking process is incorrect or no longer valid.

## 23. Customer Service Complaints

We are committed to providing you with quality customer service and support. Please contact us if you have a comment or a complaint. Please submit your complaints within 60 days of an incident so that they may be resolved accordingly. Any complaints submitted after 60 days of the incident will be recorded but will not guarantee a proper resolution. Please email us at [customercare@iflysouthern.com](mailto:customercare@iflysouthern.com), [customercare@mokuleleairlines.com](mailto:customercare@mokuleleairlines.com), or [memberservices@surfair.com](mailto:memberservices@surfair.com).

## 24. Privacy Notice

Carrier is committed to protecting the privacy of its customers in compliance with all relevant data protection laws. Please be advised that when you book or purchase a Carrier ticket for transportation or if you participate in Carrier's programs or services, personal data is collected, used, processed and transferred for the following business purposes: making a reservation; purchasing a ticket; purchasing cargo services; participating in services; obtaining ancillary services, including accommodating special service requests; accounting, billing and auditing; checking credit or other payment mechanisms; operating frequent flier programs; systems testing, maintenance and development; customer relations; sales and marketing; promotions for goods and services and third party's goods and services; statistical analysis; developing and tailoring current and future services; facilitating travel, including obtaining TSA clearance; complying with applicable laws; providing data to third parties or governmental agencies to comply with, or assist in the development of, security or safety measures for passengers, baggage or cargo, or to provide for the prevention or detection of imminent criminal acts or the apprehension or prosecution of offenders; protecting the legal rights of Carrier.

Upon booking a ticket for transportation or purchasing other services, you authorize Carrier and its affiliates and authorized agents to (1) collect, process, retain, and use, and (2) transfer to third parties, including other carriers and government agencies, for their use, processing, and retention, such personal data as Carrier deems necessary to carry out the above-mentioned business purposes. You may contact Customer Care at the address set forth below if you would like to review and rectify your personal data on file. If you object to Carrier maintaining and using your personal data for marketing purposes, written requests to opt out of optional programs can be made to [customercare@iflysouthern.com](mailto:customercare@iflysouthern.com), [customercare@mokuleleairlines.com](mailto:customercare@mokuleleairlines.com), or [memberservices@surfair.com](mailto:memberservices@surfair.com).