

CONTRACT OF CARRIAGE

When you purchase a ticket, book a reservation or accept transportation on and with Seaborne Airlines ("Seaborne"), you enter into a contract. This contract is called a "CONTRACT OF CARRIAGE". Each Passenger agrees to be bound by all of the terms and conditions set forth in this contract.

TABLE OF CONTENTS

<i>Section</i>		<i>Page</i>
	Section 1.	
	INTRODUCTION	
1.1	Scope	3
1.2	International Carriage	3
	Section 2.	
	THE TICKET	
2.1	Fare Rules	3
2.2	Reservations	3
2.3	Responsibility for Schedule and Operations	4
2.4	Force Majeure Events	4
2.5	Reservations Fees	4
2.6	Ticket Changes	4
2.7	Seaborne Airlines Corporate Account Program	5
2.8	Refunds and Cancellations	5
2.9	Failure to Transport or Failure to Operate	8
2.10	Oversales, Denied Boarding	8
2.11	Codeshare Partner Flights	9
2.12	Interline Transportation	9
2.13	Ticket Validity	10
2.14	Period of Validity	10
2.15	Lowest Fare Availability / Guaranteed Fare	10
	Section 3.	
	BAGGAGE	
3.1	General Acceptance of Baggage	10
3.2	Weight and Balance Restriction	12
3.3	Checking Your Bag	12
3.4	Carry-on Baggage	13
3.5	Checked Baggage	13
3.6	Pets	14

3.7	Checked Bags Requirements for Flights to/from Dominica, Fort-De-France (Martinique) and/or Pointe –à-Pitre (Guadeloupe)	14
3.8	Hazardous Items	14
3.9	Lithium Batteries	15
3.10	Hover boards, Balance Wheels, Electric Small Scooters and Intelligent Scooters	15
3.11	Firearms	15
3.12	Liability for Baggage	15
3.13	Fragile Items	16
3.14	Missing Items	16
3.15	Loss/Delay	16
3.16	Damaged Baggage	17
3.17	Claims	17
3.18	Legal Action	17

Section 4.

PASSENGERS

4.1	Acceptance of Passengers	17
4.2	Passenger Check-In- Requirements	18
4.3	Connecting Flights	18
4.4	Missed Your Flight	19
4.5	Carriage of Children-Accompanied	19
4.6	Carriage of Children-Unaccompanied	20
4.7	Regulatory Requirements – Accommodation of Child Restraint	20
4.8	Pregnancy Policy	20
4.9	Carriage of Passengers with Disabilities	21
4.10	Assistive Devices	21
4.11	Service Animals	22
4.12	Complaint Resolution Official (CRO)	23
4.13	Delays, Cancellations and Diversions	23
4.14	Essential Needs During Extraordinary Delays	23

Section 5.

OTHER INFORMATION AND REGULATIONS

5.1	U.S. Territory Requirements	24
5.2	U.S. Immigration Requirements	24
5.3	Seaplane Bases Warning	24
5.4	Customer Relations	24
5.5	Choice Of Law	25
5.6	Definitions	25

Section 1.
INTRODUCTION

1.1 - SCOPE

This Contract of Carriage applies to and governs transportation only on Seaborne Airlines. When Seaborne Airlines undertakes to issue a ticket or boarding pass, check baggage, or make any other arrangements for transportation on another carrier, Seaborne only acts as an agent for the other airline and assumes no responsibility for the acts or omissions of such other carrier. No agent, servant or representative of Seaborne Airlines has authority to change or waive any provision of this Contract of Carriage, unless authorized in writing by a corporate officer of Seaborne Airlines. Unless otherwise prohibited by law, this Contract constitutes the entire agreement between Seaborne Airlines and Passenger or the party on behalf of whom this contract was entered.

Seaborne Airlines is not liable for any consequential, compensatory, indirect, incidental or punitive damages arising out of or in connection with the performance of its obligations under this Contract of Carriage, unless expressly provided herein or as required by law.

1.2 - INTERNATIONAL CARRIAGE

International travel on Seaborne Airlines is subject to the provisions of the Warsaw and Montreal Conventions, as amended, including those rules relating to the limitation of liability. Any provision of this Contract of Carriage that is inconsistent with the rules of the applicable Convention shall be inapplicable to international carriage and the provisions of such Convention shall prevail, only to such extent.

Section 2.
THE TICKET

2.1 - FARE RULES

Our published fare rules and regulations govern the calculation of the fare and other charges that apply to your itinerary. If your ticket is priced by seaborneairlines.com, a Seaborne agent, or a computer reservations system, these fare rules and regulations will be included in the calculation of the ticket price that we quote to you.

2.2 - RESERVATIONS

- a.** All reservations on Seaborne Airlines are confirmed and delivered electronically.
- b.** No person shall be entitled to transportation without a valid, confirmed reservation. No reservation shall be considered a confirmed reservation if purchase is not completed at least thirty (30) minutes prior to scheduled departure and until payment in full has been received. No reservation paid by credit card shall be considered a confirmed reservation if the transaction is not accepted by Seaborne Airlines for any reason, whether or not Passenger is notified that the reservation has been cancelled.
- c.** Name changes are only permitted in the case of refundable fares. All other reservations are non-transferable and non-assignable. Non-refundable fares may only be used by the Passenger named on the reservation at the time the reservation is made.

- d. Seaborne Airlines reserves the right to refuse carriage to any person who has acquired a reservation in violation of applicable law or Seaborne's rules and regulations.
- e. Seat assignments are not guaranteed and are subject to change without notice.
- f. **Government regulations or requests:** Seaborne Airlines will refuse to honor any reservation when such action is reasonably deemed to be necessary to comply with applicable governmental regulations or requests.
- g. **Other airlines:**
 - 1. If part of your itinerary involves travel on an interline partner, please see section titled **Interline Transportation** for information regarding changes, cancellations and refunds.
 - 2. If part of your itinerary involves travel on a Codeshare Partner, please see section title **Codeshare Partners**.

2.3 - RESPONSIBILITY FOR SCHEDULE AND OPERATIONS

Seaborne will use its best efforts to carry you and your luggage with reasonable dispatch, but times shown in all publications are not guaranteed and form no part of this contract. Seaborne may, without notice, substitute alternate aircraft and, if necessary, may alter or omit stopping places shown on the ticket. Schedules are subject to change without notice. In accordance with U.S. Department of Transportation standards, Seaborne is not responsible for or liable for failure to make connections, or to operate any flight according to schedule, or for a change to the schedule of any flight. Under no circumstances shall Seaborne be liable for any special, incidental or consequential damages arising from the foregoing. You may view the DOT Guidelines and Regulations at this link: <https://www.transportation.gov/airconsumer/fly-rights>

2.4 - FORCE MAJEURE EVENTS

Seaborne Airlines, in the event of a force majeure event (See definitions for criteria of "Force Majeure Events"), without notice, may cancel, terminate, divert, postpone or delay any flight or the right of carriage or reservation of traffic accommodations without liability except to issue an involuntary refund. The involuntary refund will be made in the original form of payment in accordance with involuntary refund rules for any unused portion of the ticket. Seaborne will also reserve the right to determine if any departure or landing should be made without any liability except the aforementioned involuntary refund.

2.5 - RESERVATIONS FEES

A reservation service fee, or Booking Fee, of \$15.00 per Passenger shall be charged for all reservations made over the telephone or at a Seaborne Airlines Station Counter. Reservations made online will not be charged a reservation service fee. Guests who are members of Seaborne's Corporate Fare program and those that have special negotiated fares are exempt from the Reservations Service Fee where applicable.

2.6 - TICKET CHANGES

- a. All fares are non-refundable, except for Unrestricted ("Y" or "B") fares. Non-refundable fares may be changed prior to the scheduled departure time, subject to availability, for a \$75.00 change fee per segment, per passenger, and any applicable fare difference.
- b. A fully refundable ticket (Unrestricted Fare) may be changed at any time up to twenty-four (24) hours prior to scheduled departure and is always subject to availability and any applicable fare difference. If the reservation is not changed twenty-four (24) hours prior to scheduled departure,

all money associated with the fare and tickets will be considered lost to the passenger(s) and shall remain with Seaborne Airlines, except for the Corporate Account Program.

c. **Standby Travel:**

1. The following Standby rules will apply only in the case of reservations for non-refundable fares for travel that does not involve:
 - i. a change in departure city or arrival city, or
 - ii. a change between a Seaborne Airlines-operated flight and a flight that contains a segment operated by Codeshare Partner or interline partner.
2. Passengers may only change their reservation to standby travel for the flight preceding their original departure with an additional charge of \$75.00 per passenger.
3. Passengers may not change their reservation to standby travel for the flight preceding their original departure if such a change would result in changing the date of travel, a change in the departure city or arrival city, or a change between a Seaborne Airlines-operated flight and a flight that contains a segment operated by a Codeshare Partner or interline partner.
4. Under no circumstances is a Passenger(s) permitted to change their flight to a standby position for any departure after their ticketed reservation.
5. All Passengers must be present at gate at time of change and standby request, and must present valid proof of purchased flights.
6. Following receipt of payment from a Passenger, Seaborne Airlines will allow (24) hours, if the reservation is made at least one week prior to the flight's departure to be canceled within and Passenger will receive a full refund without assessment of a cancellation fee.

2.7- SEABORNE AIRLINES CORPORATE ACCOUNT PROGRAM

- a. **Changes:** Fully refundable Corporate Account Program Fares may be changed at any time up to two (2) hours prior to flight and are subject to availability and any applicable fare difference.
- b. **Cancellations:** Fully refundable Corporate Account Program Fares may be cancelled at any time up to (2) hours prior to scheduled departure and passenger will receive a full refund back to their corporate account, less any applicable nonrefundable fees, if any.

2.8- REFUNDS AND CANCELLATIONS

- a. **Unrestricted, Refundable Fares:**
 1. When a fully refundable reservation is cancelled, made directly thru Seaborne Airlines, all refunds shall be made by Seaborne Airlines to the original form of payment.
 2. If you have a refundable ticket, Seaborne will issue a refund as follows:
 - i. If the ticket is totally unused, the full amount paid will be refunded.
 - ii. If the ticket is partially used, the refund will be the difference between the fare paid and the fare for the transportation actually used, as determined by the applicable fare rules.
 3. Tickets will be refunded only to the person named on the ticket as passenger, except that:
 - i. Tickets purchased with a credit card will be refunded only as a credit to the credit card account
 - ii. Tickets issued against a government transportation request will be refunded only to the government agency which issued the transportation request.

4. Seaborne will strive to process eligible refunds in the time frames set out below, upon receipt of all required information.
 5. For all eligible tickets purchased with a credit card or cash, refunds will be provided within 7-10 business days of receipt of the required refund information. The credit card refund may take up to two billing cycles before appearing on a credit card statement, so you should contact your credit card company directly to verify receipt of the credit. Tickets purchased with a check will be refunded within 30 days of receipt of the required information.
 6. Refunds for tickets may be obtained by contacting Seaborne Airlines Reservations at the following mailing address: Seaborne Airlines, World Plaza Building, 9th Floor, 268 Muñoz Rivera Avenue, San Juan, Puerto Rico 00918.
 7. Certain refund requests cannot be accommodated in the time frames discussed above. Tickets that were purchased outside the U.S. require special handling because we must ensure that currency conversion rates are calculated correctly. Refund for credit card purchases will be made only to the credit card account.
 8. Seaborne assumes no liability for any special, incidental, or consequential damages for instances in which we do not meet our goals for processing refunds.
 9. All reservations made one week or more prior to departure may be cancelled without penalty up to 24 hours after the reservation is made.
 10. Reservations for refundable fares may be cancelled at any time up to twenty-four (24) hours prior to scheduled departure and passenger will receive a full refund. If reservation is not cancelled twenty-four (24) hours prior to scheduled departure, all money associated with the fare and tickets will be considered lost to the passenger(s) and shall remain with Seaborne Airlines.
- b. **Non-Refundable Fares:**
1. All fares other than Corporate Program and Unrestricted ("Y") fares are non-refundable and non-transferrable.
 2. Non-refundable fares may be cancelled up to 48 hours prior to the scheduled departure time, otherwise cancellations will not be valid. Upon proper cancellation, passengers can request a credit for future travel on Seaborne Airlines only. Refunds are not allowed. Failure to cancel prior to scheduled departure will result in a "no show" classification and forfeiture of fare.
 3. In the event a ticket is unused, passengers can request a credit for the unused portion. No refunds will be granted for discounted and non-refundable tickets under any circumstances. This credit will be notated and will remain in the reservation system referenced by original booking reference or confirmation number.
 4. When a non-refundable fare is properly cancelled as outlined in this section, taxes and fees will be included in the credit where permitted by applicable law. Taxes and fees will not be refunded except when required by applicable law and where permitted.
 5. Credit may be used to book a new reservation only and may not be used toward fees or fares on other previously unpaid reservations. Credit is only valid on Seaborne Airlines in the name of the passenger, and is subject to a rebooking fee of \$75.00 per segment per passenger.
- c. **Combined Fares:** Where one leg of a fare is ticketed as a refundable fare and another leg of a fare is ticketed as a non-refundable fare, the applicable refund and cancellation policies for refundable fares will apply only to the refundable portion and the applicable refund and cancellation policies for the non-refundable fare will apply to the non-refundable portion.

d. **Helpful Suggestions**

1. To ensure a prompt refund you must submit all required documentation and information including:
 - i. Valid ticket submitted to us before expiration date (tickets expire one year from the date of issue)
 - ii. Ticket number for electronic tickets
 - iii. Brief written explanation
 - iv. Your name, address, and telephone number(s), email address, from of payment used to purchase the ticket

e. **Involuntary Refunds**

1. In the event the refund is required because of Seaborne's failure to operate on schedule or refusal to transport, the following refund will be made directly to you:
 - i. If the ticket is a refundable fare and totally unused, the full amount paid (with no service charge or refund penalty), or
 - ii. If the ticket is a non-refundable fare and is unused, or any ticket partially used, passengers can request a credit for the unused portions. No refunds will be granted for discounted and non-refundable tickets under any circumstances. This credit will be notated and will remain in the reservation system referenced by original booking reference or confirmation number. All credits can be used toward purchase of new carriage aboard Seaborne Airlines and all credits for cancellation by Seaborne Airlines have no rebooking fees or service charges.
2. Seaborne shall not be obligated to refund any portion(s) of a ticket which does not reflect a confirmed reservation on a Seaborne flight involved in a schedule irregularity, unless such ticket was issued by Seaborne.
3. Whether the refund is voluntary or involuntary, Seaborne reserves the right to refuse to make any refund in a currency other than the currency of purchase or in a country other than country of purchase.

f. **Optional Products and Services**

1. The following optional products and services will be eligible for a refund if you are unable to use the product or receive the service due to denied boarding (either voluntary or involuntary) caused by an oversold flight. If the product and/or service was provided on an alternate flight, no refund will be provided. Optional products and services potentially impacted by flight oversales include but are limited to:
 - i. Confirmed flight change
 - ii. Checked bag charge
 - iii. Baggage fees and charges (including excess luggage, pets, sports equipment)
2. If your optional product or service purchase meets the above eligibility and you wish to submit a refund request, you will be required to mail in your original documents to Seaborne Airlines at the address below before your request can be processed: Seaborne Airlines, World Plaza Building, 9th Floor, 268 Muñoz Rivera Avenue, San Juan, Puerto Rico 00918. When submitting a refund request please include: (1) the passenger's name, (2) address, (3) the form of payment used (including the last four digits of the credit card number, if applicable), (4) the ticket number(s), (5) the date of travel, (6) the departure city and destination city, and (7) the original receipt for optional product purchase/fee payment.

2.9 - FAILURE TO TRANSPORT OR FAILURE TO OPERATE

- a. Whenever Seaborne Airlines cancels or otherwise fails to operate any scheduled flight, Seaborne Airlines will, at the request of the Passenger either
 - 1. transport the Passenger on another of Seaborne's flights on which space is available at no additional charge, or
 - 2. Provide Passenger with a full refund in accordance with Seaborne Airlines policies and shall have no other liability or responsibility to any Passenger as a result of a failure to operate any flight. UNDER NO CIRCUMSTANCES SHALL SEABORNE AIRLINES BE LIABLE TO ANY PASSENGER FOR ANY TYPE OF SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- b. Seaborne Airlines will endeavor to carry Passengers and their baggage with reasonable dispatch, but times shown in schedules or elsewhere are not guaranteed and form no part of this Contract of Carriage. Seaborne Airlines may, without notice, substitute alternate carriers or aircraft and, if necessary, may alter or omit intermediate stops shown on the reservation.
- c. All schedules are subject to change without notice. Seaborne Airlines is not responsible and assumes no liability for failure to make connections on its own flights or the flights of any other airline. UNDER NO CIRCUMSTANCES SHALL SEABORNE AIRLINES BE LIABLE TO ANY PASSENGER FOR ANY TYPE OF SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- d. If Seaborne Airlines cancels a flight or fails to operate a flight as scheduled, the Passenger may be entitled to relief under the provisions of this section. If Seaborne Airlines denies boarding to a Passenger with a valid reservation, the Passenger will be entitled, at his or her option, to either
 - 1. transportation at no extra charge on another of Seaborne's flights to the same destination, subject to space availability, or
 - 2. a refund of the applicable fare paid by Passenger. When a portion of the trip has been made, the refund will be made in an amount equal to the applicable one-way fare (less any fees or applicable discount) for the portion of the trip cancelled or not operated as scheduled by Seaborne Airlines.

2.10 - OVERSALES, DENIED BOARDING

- a. Passengers with confirmed reservations on a flight sometimes fail to show, Seaborne reserves the right to sell more tickets for travel on each flight than there are seats available on the aircraft. If a flight is oversold (more passengers hold confirmed reservations than there are seats available), no one may be denied boarding against his or her will until airline personnel first ask for volunteers who will give up their reservation willingly, in exchange for compensation of the airlines' choosing. If there are not enough volunteers, other Passengers may be denied boarding involuntarily. In such events, Seaborne will usually deny boarding based upon check-in time, but we may also consider factors such as severe hardships, fare paid, and status within the Seaborne Corporate program.
- b. If you are denied boarding involuntarily, you may be entitled to a payment of "denied boarding compensation" from the airline unless:
 - 1. You have not fully complied with the Seaborne's ticketing and check-in requirements, or you are not acceptable for transportation under the airline's usual rules and practices;
 - 2. You are denied boarding because the flight is cancelled;
 - 3. You are denied boarding because a smaller capacity aircraft was substituted for safety or operational reasons;

4. You are denied boarding due to safety-related weight/balance restrictions that limit payload
 5. The airline is able to place you on another flight or flights that are planned to reach your next stopover or final destination on Seaborne Airlines within one hour of the planned arrival time of your original flight.
- c. Acceptance of denied boarding compensation constitutes full compensation for any and all damages and claims arising as a result of Seaborne Airlines failure to provide transportation. By accepting such compensation, the passenger waives any and all claims or actions against Seaborne Airlines in connection with Seaborne's failure to provide such transportation.

2.11 - CODESHARE PARTNER FLIGHTS

- a. Flights operated by Seaborne Airlines but coded with another carriers airline code is a codeshare flight. Seaborne is a codeshare partner with American Airlines, JetBlue Airways and Air Europa. As part of these codeshare arrangements, Seaborne Airlines provides air transportation services to passengers on flights as the "operator" for its Codeshare Partners.
1. Those Passengers purchasing tickets for Seaborne Airlines flights are subject to the Contract of Carriage with Seaborne Airlines.
 2. For flights ticketed and operated under the code of another airline, such airline accepts responsibility for the entirety of that journey for all obligations to passengers as established in their contract of carriage. Seaborne relinquishes all liability of a designator coded flight pursuant to this Contract of Carriage.
 3. Each codeshare partner airline promulgate rules with respect to the operation of its own flights, and some may differ from Seaborne's rules for flights operated by Seaborne Airlines. For example, a Codeshare Partner may have rules governing check-in requirements, carriage of animals, baggage, baggage liability, carriage of musical instruments, smoking, unaccompanied minors and/or denied boarding compensation that differ from Seaborne's rules for flights Seaborne Airlines operates.
 4. When differences occur, unless otherwise indicated, transportation on all flights operated by Seaborne Airlines, regardless of airline code sharing, is subject to the terms and conditions contained in this Contract of Carriage.
 5. All passengers traveling on a Codeshare designated flight should review the applicable conditions of carriage to ensure familiarity and compliance with all rules and terms.

2.12 - INTERLINE TRANSPORTATION

- a. When Seaborne Airlines undertakes to issue a ticket, check baggage, or make any other arrangements for transportation over the lines of any other airline on an interline basis (whether or not such transportation is part of a through service), Seaborne Airlines will act only as agent for such other airline in these limited capacities, and will assume no responsibility for the acts or omissions of such other airline, including but not limited to providing flight status information, delays and other acts or omissions that arise from their flight operations, and failure to advise passengers about Seaborne Airlines Contract of Carriage upon checking in.
- b. Transportation on any interline partner is governed by that airline's contract or conditions of carriage. SEABORNE AIRLINES SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INCIDENT AFFECTING LIVES OR PROPERTY OF PASSENGERS, OCCURING ON A FLIGHT THAT IS NOT OPERATED

BY SEABORNE AIRLINES. In the case of transportation on a Seaborne-operated flight as part of an interline itinerary, transportation is governed by Seaborne's Contract of Carriage.

- c. Baggage loss or delay: The final carrier that gets you to your final destination through each connection is responsible for recovering a bag that is lost or delayed. Claim requests must be filed in accordance with that carriers baggage policies.

2.13 - TICKET VALIDITY

A valid ticket must be presented for transportation. Tickets for itineraries with more than one flight segment must be used in accordance with the sequence of flights as they appear in the ticketed itinerary and receipt. Tickets are valid for use, reissue or refund (when applicable) only by the passenger named on the ticket. Unless otherwise indicated, tickets are not transferable.

2.14 - PERIOD OF VALIDITY

Unless your ticket indicates otherwise, tickets are valid for transportation for one year from date of initial use, or if unused, for one year from date of purchase.

2.15 - LOWEST FARE AVAILABILITY / GUARANTEED FARE

- a. Customers calling our reservations office or visiting our airline ticket counters will be offered the lowest available fare (exclusive of internet-only fares) when specific dates and times are provided. In the event the lowest available fare is not quoted, Seaborne's liability is limited to the difference between the fare quoted and the lowest available fare for which the customer was eligible at that time.
- b. When you make a telephone reservation with Seaborne Airlines or when you make a reservation via seaborneairlines.com, the fare quoted will be guaranteed for 24 hours or until 11:59 p.m. Eastern Time the following day, whichever allows you more time. If you elect to make changes to the itinerary within this time-frame, the ticket price may change.
- c. If you wish to pay for your ticket with any paper currency, such as cash or business check, it must be done at a Seaborne counter.

Section 3. BAGGAGE

3.1 - GENERAL ACCEPTANCE OF BAGGAGE

- a. Baggage is defined as articles, effects and other personal property that is necessary or appropriate for wear, use, comfort or convenience in connection with air travel, whether checked in the cargo compartment or carried in the Passenger compartment. All baggage is subject to inspection. Check baggage will be accepted for transportation only on flights on which you are traveling. Seaborne will not accept baggage whose size, weight, or character makes it unsuitable for transportation on the aircraft as determined by Seaborne.
- b. No article will be accepted as baggage if it weighs more than 50 pounds or has a total outside dimension (length plus width plus height) that exceeds the limits of Seaborne aircraft, unless an excess baggage fee is paid. For specific aircraft limitations, contact Seaborne Airlines.
- c. Seaborne Airlines will not accept for carriage medicines, money, checks, securities, jewelry (including watches), wigs, cameras, video, audio and other electronic equipment (including

computers, software or music devices), CDs, DVDs, automotive parts, boat parts, silverware, optical equipment (including contact lenses), dental and orthodontic devices or equipment, keys, negotiable papers, securities, business documents, samples, items intended for sale, paintings, antiques, artifacts, manuscripts, animal antlers, furs, irreplaceable books, writing instruments, heirlooms, collector's items or publications and similar valuables contained in checked or unchecked baggage. Excess valuation may not be declared on any such items. Passengers are encouraged to carry such valuable items personally. In the case of domestic transportation, Seaborne Airlines reserves the right to require the Passenger to sign a limited liability release before accepting any such items for transportation. In the case of domestic transportation, if any valuable items of the type described in this paragraph are lost, damaged or delayed, Passenger will not be entitled to any reimbursement or compensation from Seaborne Airlines, whether or not a limited liability release has been signed by Passenger.

- d. Seaborne Airlines shall not be liable for loss or damage to items including but not limited to baggage wheels, pockets, pull handles, handles, zippers, hanger hooks, external locks, pull straps or security straps resulting from fair wear and tear or the ordinary handling of baggage.
- e. Further Seaborne Airlines shall not be liable for loss damage or delay caused by manufacturer's defect, by over packed baggage, or as a result of the inherent defect or quality of the baggage. Under no circumstances shall Seaborne Airlines be liable to any Passenger for any type of special, incidental or consequential damages related to the damage, loss or delay of checked baggage.
- f. Improperly Packaged and Damaged Items; Late Items – Seaborne Airlines reserves the right to refuse to transport items that are improperly packaged or that are damaged at the time the item is checked, or that are presented to be checked as baggage less than thirty (30) minutes before scheduled flight departure. Refer to Check in and Arrival Section restrictions relating to travel to and from international destinations. If such items are accepted, Seaborne Airlines is not liable for any loss or damage resulting from the inherent defect or quality of the item. As a condition of accepting such items, Seaborne Airlines may require the Passenger to sign a limited liability release form. Seaborne Airlines shall not be responsible for loss, damage or delay of such items whether or not such a limited release has been signed by the Passenger.
- g. Fragile and Perishable Items as Baggage – Seaborne Airlines, in its discretion, may refuse to accept any fragile or perishable goods. For domestic transportation, Seaborne Airlines assumes no liability for fragile or perishable goods. Excess valuation may not be declared on such items. If Seaborne Airlines does accept such goods for transportation, in the case of domestic transportation it reserves the right to require the Passenger to sign a limited release with respect to such goods. In the case of domestic transportation, Seaborne Airlines shall not be responsible for loss, damage or delay of such fragile items whether or not such a limited release has been signed by the Passenger. Fragile items include, without limitation items such as bicycles, blueprints, cameras, ceramics, china, crystal, dolls, figurines, flash equipment, flowers, glass or glass containers, lenses, maps, mirrors, models, musical instruments or equipment, paintings, perfumes, makeup, liquids, bottles, plants, sculptures, strollers trophies, vases and wines. Perishable items include, without limitation, items such as fruits, vegetables, meats, fish, poultry, bakery products and other forms of food, flowers and floral displays and plants. Such items may also be subject to applicable agriculture rules of the destination jurisdiction. Improperly Packaged and Damaged Items;
- h. Late Items – Seaborne Airlines reserves the right to refuse to transport items that are improperly packaged or that are damaged at the time the item is checked, or that are presented to be checked

as baggage less than thirty (30) minutes before scheduled flight departure. Refer to Passenger Check-in Requirements for restrictions relating to travel to and from international destinations. If such items are accepted, Seaborne Airlines is not liable for any loss or damage resulting from the inherent defect or quality of the item. As a condition of accepting such items, Seaborne Airlines may require the Passenger to sign a limited liability release form. Seaborne Airlines shall not be responsible for loss, damage or delay of such items whether or not such a limited release has been signed by the Passenger.

i. Inspection of Passengers and Baggage

1. Baggage tendered for transportation either as checked baggage or as carry-on baggage is subject to inspection for security and safety reasons. Passengers and their baggage are subject to inspection with or without the passenger's consent or knowledge.
2. Seaborne Airlines is not liable for any damage cause by airport or security inspections such as TSA or U.S. Agriculture Department. To file a claim with TSA go to the following link: <https://www.tsa.gov/travel/passenger-support/claims>

3.2 - WEIGHT AND BALANCE RESTRICTION

- a. Due to the size and nature of our aircraft, issues with weight and balance do arise. Seaborne Airlines assumes no responsibility for delayed baggage removed from a flight due to weight and balance safety concerns. See loss and delay section.

3.3 - CHECKING YOUR BAG

- a. Your name, address, email and telephone number including area code, must appear on the outside of all baggage.
- b. Baggage will not be checked:
 1. To a city not on your routing
 2. Beyond your next stopover city
 3. Beyond your final destination city
 4. Beyond a connection city if the connecting flight departs from an airport different from the arrival airport
- c. Seaborne Airlines refuses to accept property as baggage which, because of its nature or characteristics will or may cause damage to other baggage; and any baggage
- d. Checked baggage may be claimed only by the holder of the baggage claim check. Baggage will not be released unless all sums due Seaborne are paid. Baggage claim checks must be returned to Seaborne on request. Seaborne is not responsible to determine that the holder of the claim check is entitled to the baggage. If baggage claim checks are lost, proof of ownership may be required prior to release of the baggage.
- e. In the event your checked bags do not arrive on your flight, reasonable efforts will be made to ensure that the bag is returned to you within 24 hours. Our goal to return bags with 24 hours applies only when we are the carrier taking you to your final destination.
- f. Listed below are some circumstances that may inhibit our ability to return your bags with 24 hours:
- g. No local name/address/phone numbers are provided
- h. You are located at a remote location or an unreachable address (i.e. a cruise ship or camping site)
- i. You changed your delivery address, but did not notify us
- j. We have limited flight schedules to your destination

- k. Operational circumstances prevent Seaborne Airlines from being able to locate or deliver your bags within this time frame.

3.4 - CARRY-ON-BAGGAGE

- a. Seaborne Airlines Carry-on-Baggage Program allows for one small carry-on bag plus one personal item per Passenger as long as the carry-on-bag fits comfortably in the sizer without being forced and does not exceed overall dimensions of 45 inches (length + width + height).
 1. The maximum dimensions cannot exceed any of the following measurements: 22" long x 14" wide x 9" tall of 115 cm (56 x 36 x 23cm).
 2. All carry-on-bags will be accepted planeside and delivered planeside at destination, except in instances where customs agencies and government authorities do not allow this.
 3. All personal items may not exceed 37 inches (14" x 14" x 9"/36 x 36 x 23cm) and must fit under the seat or in an overhead compartment (Saab 340B aircraft only).
 4. Baggage cannot exceed over 30lbs.
- b. **Excess weight fee:** For all Carry-on baggage over 30 lbs. a \$25 fee will apply. This includes all Codeshare and Interline travel and Seaplane passengers. This policy will not apply to Seaborne Corporate Account travelers, who are not charged for the first checked bag and one Carry-on.
- c. Personal item includes: purse, briefcase, laptop bag OR a similar item such as a tote that does not exceed 37 inches will be allowed in the cabin (length + width + height) and must fit under the seat in front of you (Saab340B aircraft only).
- d. Items not meeting these requirements must be checked as luggage. When applicable, the normal extra baggage rate will be levied.
- e. Fragile or valuable items (i.e. keys, medication or computers) should be carried in the personal item.
- f. Carry-on items which appear too large or irregularly shaped to fit under a seat or in an overhead compartment (where applicable), will not be accepted for Passenger cabin stowage.
- g. Any mobility aid or assistive device that is approved for in-cabin transport on Seaborne, and is carried by a qualify disabled Passenger, is accepted free of charge and is in addition to normal baggage allowances, provided such aid or device fits in an approved stowage space.
- h. All items must be completely stowed before the airplane may depart.
- i. Seaborne Airlines accepts no responsibility for poorly packed carry-on baggage that must be checked planeside. In the event of damage Seaborne Airlines is hereby released of any liability for such damage.

3.5 - CHECKED BAGGAGE

The following baggage allowance and fees apply for travel on Seaborne Airlines:

Baggage Fee (up to 50 lbs./23kgs)				
	1 st Bag	2 nd Bag	3 rd Bag	4 th Bag
All checked bags	\$25 USD	\$40 USD	\$150 USD	\$200 USD
Corporate Account Program	\$0 USD	\$40 USD	\$150 USD	\$200 USD

Overweight Bags Fee	
<i>* Acceptance is subject to space availability in the aircraft. Fee is per item.</i>	
From 51 lbs./24kgs to 70 lbs./32kgs	\$100 USD
Over 71 lbs./33kgs	\$200 USD

Sports Equipment Fees	
<i>* Acceptance of certain sports items is subject to space availability in the aircraft. Fee is per item.</i>	
Regular sized sports items <i>Backpacks, Bowling balls, Camping equipment, fishing equipment, golf clubs, tennis racquets, and other regular sized sports items.</i>	Normal Checked Baggage Fees Apply (See Above)
Oversized and Overweight sports items <i>Bikes, Scuba gear (with tanks), surfboards, and other oversized or overweight sports items.</i>	\$200 USD

3.6 - PETS

- Seaborne Airlines will only accept pets in the cabin. Pets are not allowed to travel as checked baggage on Seaborne Airlines.
- Pets shall be carried onboard the aircraft and must meet under seat dimensions of 9" x 14" x 14".
- Pets must also be in approved kennels/carriers with appropriate paperwork.
- Certain restrictions may apply. Seaborne will only accept one pet per flight.
- The fee for pets onboard is \$200USD (One Way).
- Service animals accompanying a disabled Passenger travel free of charge.
- With the exception of service animals, pets are not permitted to travel on flights to or from St. Kitts, Nevis, Dominica and the Dominican Republic.

3.7 - CHECKED BAGGAGE REQUIREMENTS FOR FLIGHTS TO/FROM Dominica, Fort-De-France (Martinique) and/or Pointe-à-Pitre (Guadeloupe)

- Baggage Allowance in French**
- Two checked bags allowed (charges based on fares indicated above)
- Bags cannot exceed overall dimensions of 62 inches/158cm and 50 lbs./23kgs
- Additional baggage and bags that exceed the overall size or weight dimensions will not be accepted
- Baggage in excess of allowance will be transported on a space available basis.
- "Specialty items" may have additional charges or exceptions to baggage charges. Seaborne is not responsible for any expenses, damages and/or liabilities resulting from baggage above the allowance that cannot travel due to size or weight limitations.
- For customers ticketed for travel on Codeshare or Interline itineraries, the baggage allowance and fees of the major airline partner apply, subject to the exemption/limitations noted herein.

3.8 - HAZARDOUS ITEMS

Seaborne Airlines does not carry hazardous materials such as spray paint, paint thinner, 140 and over plus proof spirits, pesticides, lye, and any item that contains compressed gases or flammable fuels and/or oils,

even if drained. For a complete list of permissible carry-on items, visit the Transportation Security Administration's web site. A complete list of prohibited hazardous items, including downloadable information can be found on the FAA's web site.

3.9 - LITHIUM BATTERIES

- a. Lithium, lithium-ion batteries that are installed in devices such as a laptop, cell phone and cameras can be carried aboard the aircraft. Spare or extra lithium, lithium-ion batteries of any kind that are not installed in a device are not allowed in checked baggage. Damaged batteries will not be accepted for transport. Batteries of automobiles, boats, or aircraft will not be accepted for transport.
- b. See below regarding spare lithium, lithium-ion batteries per aircraft:
SAAB-340B: Spare or extra lithium, lithium-ion batteries of any kind that are not installed in a device may be carried in the cabin as a "personal item" only if the terminals are covered/insulated.
DHC-6 Seaplane: Spare or extra lithium, lithium-ion batteries of any kind that are not installed in a device may not be carried aboard.

3.10 - HOVERBOARDS • BALANCE WHEELS • ELECTRIC SMALL SCOOTERS • INTELLIGENT SCOOTERS

- a. To ensure the safety of our customers and employees, Seaborne will not accept the transport of balance gliders, hover boards, and self-balancing boards of any type which use lithium-ion batteries on board its aircraft. These items are prohibited as both carry-on and checked baggage.
- b. Seaborne reviewed the overboard product specifications and found that manufacturers do not consistently provide detail about the size or power of their lithium-ion batteries. These devices often contain battery varieties above the government mandated 160 watt hour limit permitted aboard aircraft. While occurrences are uncommon, these batteries can spontaneously overheat and pose hazard risk.

3.11 - FIREARMS

- a. Firearms and ammunition are accepted as checked baggage only and must be declared to an agent at check-in.
- b. Firearms will only be accepted if unloaded and in a locked, hard-sided container such as a rifle case. TSA approved locks are accepted.
- c. Ammunition in its original packaging from the manufacturer is preferred, however, it will be accepted in fiber, wood or metal boxes, or other packaging specifically designed to carry small amounts of ammunition. Loose ammunition, magazines or clips will not be accepted.
- d. No person under 18 years of age may check a firearm
- e. Ammunition is limited to 11 lbs./5kgs. per Passenger

3.12 - LIABILITY FOR BAGGAGE

- a. Seaborne's liability for loss, delay or damage to checked baggage is limited to the fair market value at the time of the loss, delay or damage, and may not exceed \$300 per passenger for travel solely on Seaborne with no connecting service. For interline travel where the Seaborne flight segment is included on the same ticket as a connecting flight segment of another airline, limits may vary; In these cases federal rules and guidelines apply.
- b. Special rules and procedures for baggage liability may apply to international travel under the Montreal and/or Warsaw Conventions.

- c. Seaborne does not assume liability of any of the following items in or as checked baggage: antiques, artifacts, artwork, books and documents, china, computers and other electronic equipment, computer software, fragile items (including child/infant restraint devices such as strollers and car seats) glasses, furs, heirlooms, keys, liquids, medicines, money, orthotics, surgical supports, perishable items, photographic, video and optical equipment, precious metals, stones or jewelry, securities and negotiable papers, silverware, samples, unique or irreplaceable items or any other similar valuable items.
- d. Seaborne assumes no responsibility for loss, damage or delayed delivery of baggage not acceptable for transportation by Seaborne as checked baggage and items damaged as a result of items contained in checked or transferred baggage.
- e. Seaborne assumes no liability for musical instruments/recreational/sports items not presented in hard-sided case, or any other fragile item improperly packed
- f. Seaborne assumes no liability for any rooster or other animal health claim.
- g. Customers with disabilities traveling with wheelchairs or other mobility devices are exempt from liability restrictions for loss, damage or delays to these items.
- h. Seaborne assumes no liability for articles carried in the Passenger cabin.
- i. Seaborne assumes no liability for minor damage such as scratches, scuffs, stains, dents, cuts and dirt resulting from normal wear and tear.
- j. Seaborne is not responsible for damage to contents if the outside of the hard-sided case is not damaged.
- k. Seaborne assumes no responsibility for damage to or loss of protruding luggage parts such as wheels, straps, pockets, pull handles, hanger hooks or other items attached to the baggage.
- l. Seaborne assumes no liability for any indirect, consequential, incidental, punitive or special damages resulting from loss, damage or delayed delivery of checked or transferred baggage, including without limitation, damages for lost revenue or profits, loss of use or business interruption
- m. Seaborne has the right to refuse or accept baggage that does not meet the standards as noted herein.
- n. In cases where Seaborne will accept baggage for transport under the condition that the customer agrees to have affixed to the baggage a limited release tag, the customer is hereby on notice that Seaborne is not liable for any damage, loss or delay to such baggage.

3.13 - FRAGILE ITEMS

You must not include any fragile items in your baggage. External markings, which identify baggage for special handling, do not guarantee against breakage, therefore "fragile" labels are not utilized by airport personnel. We regret to advise that we are unable to offer compensation for any damaged items.

3.14 - MISSING ITEMS

Items missing from checked baggage must be reported to Seaborne before leaving the airport or within 24 hours of the receipt of the bag.

3.15 - LOSS/DELAY

- a. In the case of delay or loss, an initial complaint must be presented to Seaborne prior to leaving the arrival airport for which the baggage was checked or should have been checked. At the latest, such

initial report must be made within four hours of the arrival of the flight on which the Passenger traveled.

- b. If compensation is sought for a delay or loss, a written claim must be received by Seaborne's Customer Relations Department no later than thirty days after the initial complaint was submitted at a Seaborne airport location as indicated in this section.
- c. The Customer Relations Desk may be reached at customerrelations@seaborneairlines.com. Please include in your communication: (1) Name, (2) Telephone, (3) booking reference, (4) final destination, (5) descriptions of what you wish to purchase, and (6) Baggage Delay or lost baggage claim form.

3.16 - DAMAGED BAGGAGE

In the case of damage to baggage, an initial claim must be filed with Seaborne prior to leaving the arrival airport or at least within 24 hours from the date of the receipt of the baggage.

3.17 - CLAIMS

Failure to report delayed or damage baggage or missing contents within the prescribed time limit releases Seaborne from liability. All claims of value must be verified with actual purchase receipt and comparable value established by Seaborne. All receipts must be submitted within 10 days of submitted claim.

3.18 - LEGAL ACTION

Legal action premised on or related to damage, delay or loss must be commenced within one year of the date of the incident.

Section 4. PASSENGERS

4.1 - ACCEPTANCE OF PASSENGERS

- a. Seaborne may refuse to transport any Passenger, and may remove an Passenger from its aircraft at any time, for any of the following reasons:
- b. Compliance with government regulations.
- c. Passenger refuses to permit a search of his/her person or property.
- d. Passenger refuses to produce positive identification upon request.
- e. Passengers' conduct is disorderly, abusive or violent.
- f. Passenger appears to be intoxicated or under the influence of drugs.
- g. Passenger fails to comply with or attempts to interfere with any member of the flight crew.
- h. Passenger has a communicable disease that has been determined by federal public health authority to be transmissible to other persons in the normal course of flight.
- i. Passenger has an offensive odor not caused by a disability or illness.
- j. Passenger is barefoot or not properly clothed.
- k. Passenger engages in an action, voluntary or involuntary, that might jeopardize the safety of the aircraft of any of its occupants.
- l. Passenger is unable to sit with the seat belt properly fastened.
- m. Passenger is unable to ascend/descend seven (7) stairs, enter the Passenger door, and make their way to their seat in a crouched position. (Applicable to DHC-6 aircraft)

- n. Passenger fails to comply with Seaborne's rules or Contract of Carriage.
- o. Passenger has a physical or mental condition that in Seaborne's opinion, is rendered or likely to be rendered incapable of comprehending or complying with safety instructions without the assistance of an attendant.

4.2 - PASSENGER CHECK-IN REQUIREMENTS

- a. Seaborne asks all passengers to Arrive at required times. Boarding Priority is first come first serve flight loading based upon approximately 175 lbs. per person and 30 lbs. of baggage. Late arrival put passengers at risk for losing their place on the flight.
- b. Seaborne Airlines requires customers 18 years and older to provide a state or federal government issued ID at check-in (Driver's License, Birth Certificate or Passport is accepted).
- c. Failure of a passenger to adhere to the following time requirements may result in the cancellation of the passenger's reservation, seat assignments and forfeiture of payment.

d. **FOR AIRPORT TRAVEL**

- 1. Recommended check-in time is **2 to 3 hours** with flight closes **45 minutes** prior to flight departure.
- 2. All Passengers must be checked in and at boarding gate forty-five (45) minutes prior to the scheduled or posted aircraft departure time.

e. **FOR SEAPLANE TRAVEL**

- 1. **FLIGHTS BETWEEN ST. CROIX AND ST. THOMAS:** It is recommended that all passengers arrive to the airport no less than (60) sixty minutes prior to departure. Flight closes 20 minutes prior to departure.
- 2. All passengers must be checked in and present at the boarding gate area ready to board their flight no later than twenty (20) minutes prior to the scheduled or posted aircraft departure time.
- 3. Passengers not in the boarding area by the required time prior to scheduled departure are subject to cancellation.
- 4. First passengers loading the aircraft may exceed planning limits leaving less weight available for those who are last to check-in. The weather or other flight planning conditions may also require more fuel, further limiting weight available for those who check-in last. While Seaborne makes all efforts to ensure all of our Passengers and their luggage arrive at their destination together, those who arrive after the recommended times and/or with excess luggage allowance stand the chance of being denied boarding or bumped. Passengers who are denied boarding due to weight and balance issues and arrive prior to flight close will be re-accommodated at no expense on the next available flight.

4.3 - CONNECTING FLIGHTS

- a. Seaborne Airlines makes their best effort to arrive on-time every time at your destination. As safety is our number one concern, flights may arrive later than planned due to weather or unplanned maintenance. As such, we highly recommend our connecting guests maintain at least 2.5 to 3 hours between the scheduled arrival of your Seaborne flight and your connection. If you have luggage that must be checked please maintain at least 3 hours between connections. **SEABORNE AIRLINES IS NOT RESPONSIBLE FOR ANY EXPENSES, DAMAGES, AND/OR LIABILITIES RESULTING FROM MISSED CONNECTIONS.** Please see DOT Guidelines and Regulations at this link: <https://www.transportation.gov/airconsumer/fly-rights>.

- b. If you are traveling one of our codeshare or interline partner airlines, your baggage may be checked all the way through to your final destination. This is completed automatically if the reservation is booked together and includes **ALL** Segments of the passenger's trip.
- c. If your trip is booked on separate reservations with each individual codeshare or interline partner airlines, you may request that your baggage be tagged and checked to your final destination. Please keep in mind this is at the discretion of the airport and counter staff and is never guaranteed to be available.
- d. **IF YOUR TRAVEL IS BOOKED ONLY WITH SEABORNE AND YOU ARE CONNECTING** to a major carrier, we suggest you bring only carry-on luggage (please check with your airline for its rules). It is also advisable to print out your boarding pass ahead of time. This way you may connect directly from Seaborne to your next flight without leaving the terminal. If you do plan on bringing checked items, you will need to collect your luggage at the Seaborne carousel and proceed to check-in with your carrier and/or proceed through security and customs, if required prior to reaching the Seaborne gate.

4.4 - MISSED YOUR FLIGHT

- a. If you miss your flight by arriving after the flight cutoff time as stated above, you will be considered a "no show", and as such you will be required to pay a new fare for a new ticket. See the Definitions section for criteria of a "no show" passenger(s) or group.
- b. **Seaborne is not responsible for any Passengers that miss their flight under any circumstances.**
- c. When any one way, round trip or multi-segment reservation has been made and the respective passenger is classified a "no show" on his or her reservation for the FIRST segment/portion of the trip, Seaborne Airlines will automatically cancel, without notification, the return portion or the continuing portion of the passenger's reservation and passenger forfeits any remaining fare.
- d. If a Passenger arrives later than 45 minutes prior to flight departure, he or she will be considered a "no show" and this will result in the passenger being charged the full fare and return segment cancelled.
- e. Our Reservations Department opens at 5:30AM AST. If your flight departs early in the morning, you must call the day prior or no later than 6:00AM to cancel. Not calling by the required time will result in a no show and forfeiture of fare and tickets.

4.5 - CARRIAGE OF CHILDREN- ACCOMPANIED

- a. Children 2 through 11 years of age will be accepted for transportation when accompanied by a Passenger at least 16 years of age.
- b. Infants at least 2 days of age but under 2 years of age will be accepted when accompanied by a Passenger at least 16 years of age subject to the following:
 - i. For infants 2 through 6 days of age, a medical statement may be required stating the infant is stable for travel
 - ii. **Domestic Travel (SJU to/from STX and STT and travel between STX and STT):** One infant under 2 years of age accompanied by a fare paying Passenger, may be carried at no charge, on his or her lap.
 - iii. International Travel with lap infants (infant under the age of 2 years) on Seaborne flights are required to pay applicable fees and taxes, and must be issued a ticket displaying the collection of those fees and taxes.

- c. The age of the infant is based on the age at commencement of travel

4.6 - CARRIAGE OF CHILDREN- UNACCOMPANIED

- a. A service charge of \$100 will be assessed for unaccompanied children on all flights.
- b. Unaccompanied children-a child/minor under 12 years of age not accompanied on the same flight and the same compartment by a Passenger at least 16 years of age.
- c. Unaccompanied children under 5 years of age will not be accepted under any circumstances.
- d. Unaccompanied children will be accepted on nonstop flights only
- e. Guardians dropping off unaccompanied children must complete and sign appropriate paperwork upon check-in and verification made that the guardian at the destination is present and ready to accept the child and sign release paperwork. The child must be met at the destination by another parent or responsible adult.
- f. Seaborne does not accept unaccompanied children when their itinerary includes a connection to/from another airline, including codeshare partners.

4.7 - REGULATORY REQUIREMENTS - ACCOMMODATION OF CHILD RESTRAINT SYSTEMS

- a. Seaborne cannot prohibit a child (an individual who has not reached his 18th birthday) from using an approved CRS when a seat is purchased for the child, the child is accompanied by a parent or guardian and the child is within the weight limits for the CRS. If an approved CRS, for which a ticket has been purchased, does not fit in a particular seat on the aircraft, it is the responsibility of the aircraft operator to accommodate the CRS in another seat in the same class of service. The following are examples of design variations where accommodation is required.
- b. A CRS with a base that is too wide fit properly in a seat with rigid armrests can be can be moved to a seat with moveable armrests that can be raised to accommodate the CRS in the same class of service.
- c. An aft-facing CRS that cannot be installed properly because of minimal pitch (distance between seats) between rows can be moved to a bulkhead seat or a seat in a row with additional pitch in the same class of service.
- d. A harness-type CRS (approved under 21.305(d) (2010 Ed.)(i.e., CARES, Part No. 4082) or approved under 21.8(d) with an upper strap that is not able to encircle some sleeper seats or very large first class seats can be moved to another seat that can accommodate the strap in the same class of service.
- e. There are some aft-facing CRS that have a detachable base that may keep the CRS from fitting properly in the seat. The following visual cues will assist the Passenger and the aircraft operator to determine if the detachable base is necessary.
- f. If there is no belt path on the aft-facing CRS, then it must be used with the detachable base on aircraft.
- g. If there is a belt path on the aft-facing CRS, and the CRS is properly labeled, then it does not need to be used with the detachable base on aircraft.
- h. FMVSS-213 labeling standards do not require labeling on the detachable base.

4.8 - PREGNANCY POLICY

- a. **Domestic Travel** – includes travel within the United States, between the United States and Canada, or between the United States/Canada and Puerto Rico/U.S. Virgin Islands (USVI). A medical

certificate is not necessary up to thirty-six (36) weeks gestation of the delivery date in a normal uncomplicated pregnancy. Travel is **not** permitted when requested within seven days (7) before **or** after the delivery date. SAC clearance is required.

- b. **International Travel** – for international travel or any flights over the water, the following applies:
- c. Travel is not advised within 30 days of the due date, unless the Passenger is examined by an obstetrician within 48 hours of the outbound departure and certified in writing as medically stable for flight.
- d. Travel within ten days of due date must have SAC clearance.
- e. Travel within seven days after delivery requires SAC clearance.
- f. **Post-delivery** – a medical certificate dated within 48 hours of scheduled departure will be required for all domestic and international travel initiated within 7 days of delivery for both mother and child.

4.9 - CARRIAGE OF PASSENGERS WITH DISABILITIES

- a. Seaborne will not refuse to provide transportation to an individual with a disability, as defined in 14CDR 382, based upon his or her disability, except in the following circumstances:
 - 1. Passenger would endanger the health or safety of other passengers.
 - 2. Transport of disabled passenger would be a violation of FAA safety regulations.
 - 3. Passenger fails to provide 48 hours advance notice required for the following services:
 - i. Transportation of an electric wheelchair
 - ii. Provision by Seaborne of hazardous materials packaging for the battery of a wheelchair or other assistive device
 - iii. Accommodation for 10 or more passengers with disabilities traveling as a group
- b. If Seaborne determines that an attendant is essential for safety, Seaborne may require that a passenger, including a Qualified Individual with a disability meeting any of the following criteria, travel with an attendant as a condition of being provided air transportation:
 - 1. A person who, due to mental incapacity, is unable to comprehend or respond appropriately to safety instructions from Seaborne personnel.
 - 2. A person with a mobility impairment so severe that the individual is unable to assist in his/her own evacuation.
 - 3. A person who has both severe hearing and vision impairments which may prevent him/her from acting on necessary instructions from Seaborne personnel.
- c. If Seaborne determines that a person meeting the criteria above must travel with an attendant, contrary to the individual's self-assessment that he/she is capable of traveling independently, Seaborne will not charge for the transportation of the attendant. Seaborne is not required to find or furnish an attendant. If there is no a seat available for the attendant, and as a result the disabled passenger (holding a confirmed reservation) is denied travel on the flight, the disabled passenger is eligible for denied boarding compensation.

4.10 - ASSISTIVE DEVICES

- a. Applicable to Seaborne's DHC-6 aircraft (less than 30 seats), there are no specialized lifts, boarding chairs or other devices that can be adapted to assist with enplaning or deplaning passengers with severe mobility issues. Passengers must be able to ascend/descend seven (7) stairs, enter a door, and make their way to their seat in a crouched position on these aircraft. Seaborne personnel are

not required to physically carry a person of limited mobility by hand, but may offer stabilization or balance to the passenger if requested.

- b. Personal oxygen supplies, including oxygen concentrators, are not permitted to be used or carried on board and Seaborne is not authorized to provide medical oxygen.

4.11- SERVICE ANIMALS

- a. Seaborne accepts, without charge, trained Service Animals for travel with a Qualified Individual with a disability who requires the animal to assist them in the performance of necessary activities.
- b. The animals will be permitted to accompany the Passenger in the cabin, if they meet the following conditions of acceptance:
 - 1. Provide evidence that an animal is a Service Animal which may include identification cards, other written documentation, the type of harness or markings on the harness, tags, or other credible assurances of the Qualified Individual with a disability using the animal.
 - 2. Service Animals must be properly harnessed or leashed and remain under the direct control of the Passenger.
 - 3. A Service Animal will be denied boarding or removed from the flight if the animal cannot be contained by the Passenger or otherwise exhibits behavior that poses a threat to the health or safety of other Passengers or a significant threat of disruption.
- c. Certain Service Animals, such as various breeds of monkeys, must be small enough and confined to fit in the Passenger's space without invading another Passenger's seat area during the entire flight. Service animals may not occupy a seat. If no other seat accommodation can be made and the animal is too big to fit safely in the cabin, the Service Animal must be checked as luggage.
- d. Passengers with Service Animals will not be seated in emergency exit rows. They may not obstruct an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation.
- e. A Passenger requesting to travel with an animal that is used as an emotional support or psychiatric Service Animal will be required to provide to Seaborne current documentation (i.e., not older than one year from the date of the Passenger's scheduled initial flight) on the letterhead of a licensed mental health professional (e.g., psychiatrist, psychologist, licensed clinical social worker, including a medical doctor specifically treating the Passenger's mental or emotional disability) stating the following:
 - 1. Passenger has a mental or emotional disability recognized in the Diagnostic and Statistical Manual of Mental Disorders-Fourth Edition (DSMIV)
 - 2. Passenger needs the emotional support or psychiatric Service Animal as an accommodation for air travel and/or for activity at the Passenger's destination
 - 3. Individual providing the assessment is a licensed mental health professional and the Passenger is under his or her professional care
 - 4. Date and type of the mental health professional's license and the state or other jurisdiction in which it was issued. Seaborne reserves the right to authenticate any documentation presented.
- f. Seaborne accepts for transportation, without charge, a properly harnessed dog trained in explosive detection, drug search, rescue, or other specific functions, when accompanied by its handler on official emergency business as authorized by an appropriate federal, state, or local government agency. Such official duty status must be documented in writing to the satisfaction of Seaborne. The dog will be permitted to accompany its handler into the cabin, but not to occupy a seat.

- g. Local regulations at the Passengers' final or intermediate destination(s) may apply and impose further requirements or restrictions.
- h. The Passengers assumes full responsibility for the safety, well-being, and conduct of its Service Animal, including the interaction of the Service Animal with other Passengers who may come in contact with the animal while on board the aircraft, and for compliance with all governmental requirements, regulations, or restrictions, including entry permits and required health certificates of the country, state, or territory from and/or to which the animal is being transported.

4.12 - COMPLAINT RESOLUTION OFFICIAL

At any time during the course of travel, customers with disabilities can contact a specially trained Complaint Resolution Official (CRO). The CROs responsibility is to resolve complaints, disagreements, or alleged violations to Department of Transportation regulations. Our CROs are available through our Operations Control Center during all operating hours by asking a Seaborne agent for assistance.

4.13 - DELAYS, CANCELLATIONS AND DIVERSIONS

- a. Seaborne Airlines will provide customers at the airport and onboard an affected aircraft with timely and frequent updates regarding known delays, cancellations and diversions and will strive to provide the best available information concerning the duration of delays and to the extent available the flight's anticipated departure time.
- b. We are not responsible for any special, incidental or consequential damages if we do not meet this commitment.
- c. When cancellations and major delays are experienced, you will be rerouted on the next Seaborne-operated flight with available seats. If the cancellation or delay causes a passenger to miss connections, at passenger's request Seaborne Airlines may cancel the remaining ticket and refund the unused portions of the ticket in the original form of payment or provide credit for future travel on Seaborne Airlines, in accordance with Seaborne Airlines refund policy (please check the corresponding section in this Contract of Carriage).
- d. If the delay or cancellation was caused by events within our control and we do not get you to your final Seaborne destination on the expected arrival day, we will provide reasonable overnight accommodations, subject to availability.
- e. In extreme circumstances, it is possible that a flight will cancel while on the ground in the city to which it was diverted. When this happens you will be rerouted on the next Seaborne flight with available seats, or in some circumstances on another airline or some other alternative means of transportation. If we are unable to reroute you, reasonable overnight accommodations will be provided by Seaborne, subject to availability.
- f. Seaborne will provide amenities for delayed passengers, necessary to maintain the safety and/or welfare of certain passengers, such as customers with disabilities, unaccompanied children, the elderly or others to whom such amenities will be furnished consistent with special needs and/or circumstances.

4.14 - ESSENTIAL NEEDS DURING EXTRAORDINARY DELAYS

In the case of extraordinary events that result in very lengthy onboard delays, Seaborne will make every reasonable effort to ensure that essential needs are met, such as snacks, water, restroom facilities and

basic medical assistance. We are not responsible for any special, incidental or consequential damages if we do not meet this commitment.

Section 5.
OTHER INFORMATION AND REGULATIONS

5.1 - U.S. TERRITORY REQUIREMENTS

For all travel to and from U.S. territories, the following rules apply:

- a. Passengers remain responsible for any and all documentation requirements and proof of citizenship.
- b. Seaborne Airlines shall not be responsible for a Passenger's failure to present or provide documentation required under the applicable laws of the territories to or from which a Passenger travels or through which Passenger may transit.

5.2 - U.S. IMMIGRATION REQUIREMENTS

- a. Passengers traveling to Puerto Rico must have proof of citizenship. A Passport is preferred, however an original Birth Certificate is acceptable for U.S. Citizens, accompanied by a U.S. issued picture I.D.
- b. Passengers traveling to any other international destinations shall comply with the respective travel and immigration requirements of the countries visited. **Seaborne will not be responsible for any additional expenses incurred if our flight is missed due to improper I.D. and/or delays incurred by TSA/Customs Border Patrol processing.**

5.3 - SEAPLANE BASES WARNING

Seaborne seaplanes operate in a seashore and marine environment. Unavoidably, our facilities are often slippery or wet. Passengers are urged to use extreme caution on all docks, ramps, floats, and when entering and exiting aircraft. Please do not hesitate to take extra time or seek assistance in moving around facilities or on and off our aircraft, as your safety and that of our employees is our highest priority.

5.4 - CUSTOMER RELATIONS

- a. Our Customer Relations Department is dedicated to addressing customer comments and unresolved concerns. Resolving customer complaints are important to us. When submitting a comment or complaint, expect the following response.
 1. Acknowledgement within 24 hours of receiving the claim
 2. Within 45 days after initial receipt we will bring the customer complaint to a resolution unless an exception is made.
 3. Depending on the situation and extent of the research and investigation of a request, a resolution can take longer, passengers will be notified of extensions as they are needed.
 4. Customer Relations Department can be reached at the following mailing address: Seaborne Airlines, World Plaza Building, 9th Floor, 268 Muñoz Rivera Avenue, San Juan, Puerto Rico 00918; or at the following email address: customerrelations@seaborneairlines.com

5.5 - CHOICE OF LAW

This Contract of Carriage are governed by and are to be interpreted in accordance with the laws of the Commonwealth of Puerto Rico.

5.6 - DEFINITIONS

- a. Carrier refers to Seaborne Airlines.
- b. Codeshare Partner means another airline has placed its airline designator code upon a Seaborne flight, where Seaborne is now the operator and not the carrier of the flight. In these instances the codeshare partners' respective contract of carriage supersedes Seaborne's Contract of Carriage.
- c. Confirmed Reservation means a booking with a specific date and time on a specified flight with a specific class of service offered by Seaborne Airlines and requested by the Passenger. This includes but not limited to a Passenger with a "zero fare ticket" of which Seaborne Airlines or its agent has verification of by notation on ticket provided by Seaborne Airlines and is agreed to be reserved for the accommodation of the Passenger.
- d. Controllable Irregularity is defined as a delay, cancellation or diversion that is not caused by a Force Majeure Event. See subsection h. and p. for definition of force majeure events.
- e. Credit shall mean a credit in a specified dollar amount valid for one (1) year from date of Booking. A credit must be used to book travel within the 1 year, but does not necessarily need to be traveled within the specified year. Credits are nontransferable and valid only for named ticketed Passengers.
- f. Departure Delay means a delay prior to push back from the gate or dock.
- g. Emotional Support Pet or Psychiatric Service Animal refers to an animal that is shown by proper documentation to be necessary for the emotional wellbeing of the qualified individual with a disability or to provide assistance to such a person.
- h. Force Majeure Event is defined as an event out of reasonable control of Seaborne Airline's which includes, but without limitation, meteorological conditions, acts of God, riots, civil commotion, embargoes, wars, hostilities, disturbances or unsettled international conditions-actual, threatened or reported. Acts of government or airport authority e.g. Air traffic control delays, runway closures, airport construction, shortage of labor, fuel or facilities of Seaborne or other. etc.; Also, because of any delay, demand, circumstances or requirement due, directly or indirectly to such conditions or any strike, work stoppage, slowdown, lockout or any other labor related dispute involving or affecting Seaborne's service. Any government regulation, demand or requirement. Any damages caused by a third party; an emergency situation.
- i. Gate means where the plane loads or unloads Passengers into a terminal building via walking, bus, stairs, bridge or other.
- j. Qualified Passenger with a disability is an individual who has a physical or mental impairment that limits daily life activities, may be temporary or permanent.
 - 1. Passenger must have a medical record of the impairment and is regarded as having the impairment as defined by the US department of transportation regulations.
 - 2. Individual must purchase or possess a valid reservation for air transportation on Seaborne Airlines and present at the airport for the purpose of traveling on the flight for which the ticket has been purchased or obtained.

3. Meets reasonable nondiscriminatory Contract of Carriage requirements applicable to all Passengers.
4. Passengers Carriage will not violate any Federal Aviation Regulations or jeopardize the \safe completion of travel and flight or the health and safety of others. Transportation means carriage on more than one carrier where each carrier agrees to accept each other's tickets and baggage.
- k. "No show" passengers are any person(s), group, or passenger(s) that fails to honor a reservation, do not present themselves on time, **arrive 45 min or less before flight departure**, or do not present at all to Seaborne Airlines for check-in. When any one way, round trip or multi-segment reservation has been made and the respective passenger is classified a "no show" on his or her reservation for the FIRST portion of the trip, the return portion or the continuing portion of the passenger's reservation will automatically cancel, without notice, and the passenger forfeits any remaining fare.
- l. Non-revenue passenger, refers to a passenger that is traveling on Seaborne Airlines with a travel certificate, an employee pass, a buddy pass, a frequent flier award known as Seamiles, a "VIP Pass" ID Travel Card, or any passenger traveling on the airline free of charge.
- m. Passengers are any people or person who are aboard a flight and have entered into a Contract of Carriage, or any persons where a Contract of Carriage has been entered into for them by an associated party. Which by, each individual under the Contract will be transported in an aircraft with the consent of Seaborne Airlines.
- n. Service Animal is any animal that is trained to provide assistance to a Qualified Passenger with a disability. All animals presented as a service animal require professional documentation and certification in order to be considered as a Service Animal. Seaborne Airlines follows the regulations and guidelines set forth by the U.S. Department of Transportation (DOT). For your reference, these can be accessed in <https://www.transportation.gov/airconsumer>.
- o. Stopover/layover refers to a deliberate interruption of travel by a Passenger, scheduled to exceed 4 or more hours, at a point between the place of departure and the final destination.
- p. Tariffs are according to the international Passenger rules tariffs publicly filed with the U.S. Department of Transportation.
- q. Irregular Disruption of Service, travel or diversion means a delay in any regular travel caused by a force majeure event. If in the event of a force majeure any and all subsequent event or events reasonably related to the original force majeure shall be deemed an Irregular Disruption of Service, Travel or diversion.
- r. Zero Fare Ticket is defined as any ticket acquired without a substantial monetary payment. Such payments as frequent traveler miles, vouchers or golden tickets. A zero fare ticket does not include free or reduced air travel by employees, their families, or guests.