



27-01 Queens Plaza North  
Long Island City, NY 11101  
T: 1-800-JETBLUE  
[jetblue.com](http://jetblue.com)

## Operator-Participant Agreement Contract

This Agreement is made on 10 Sep 2023 between JetBlue Airways Corporation 27-01 Queens Plaza North, Long Island City, New York 11101 (JetBlue), and Just Aviation Limited Whose registered office is at **1013 CENTRE ROAD, SUITE 403S WILMINGTON DE USA 19805**

### 1. Agreement Between JetBlue and Agent: Just Aviation Limited

This Contract Policy must be followed by Just Aviation Limited (TMC) or other entity that is allowed to reserve JetBlue inventory, including Non-Accredited Agencies, hereafter referred to as "Agent," for booking and/or ticketing air transportation on JetBlue, JetBlue Express, and TED operated flights.

This Policy is incorporated by reference and is a part of any applicable agreement or arrangement pursuant to which an Agent is authorized to act on behalf of JetBlue, including but not limited to, the ARC Agent Reposing Agreement, the JetBlue Travel Management Company Appointment Agreement, JetBlue TMCPlus and IATA.

This Policy applies to all Agents that access JetBlue' internal reservation system content via any electronic means. The Agent has responsibility to ensure that all of its employees and contractors, in all of its locations, are familiar with this Policy, including future amendments.

The continued booking and/ or sale of air transportation on JetBlue by the agent shall evidence the mutual agreement that this Policy is entered into, binding, and enforceable under, and represents additional consideration pursuant to our JetBlue TMC/Agency appointment agreement and the ARC reporting agreement. The provisions of this policy and its associated practices and procedures are subject to change from time to time and at any time upon notice from JetBlue.

In addition to the methods for sending notice provided by the applicable Authorizing Agreement with respect to Agent, any notices authorized or permitted to be given by JetBlue to the Agent under this Policy or any applicable Authorizing Agreement may be given to any Agent via the TMC extranet website maintained by JetBlue and accessible at [www.JetBluetmc.com](http://www.JetBluetmc.com).

All payments to be settled via BSP on timely manner; failed auto payments for 3 times in a row will immediately lead to cancellation of this contract.

## 2. Definitions:

1. Accredited TMC/Agency - A travel agency, including a corporate travel department (CTD), approved by ARC or IATA to issue airline traffic documents.
2. Affiliated TMC/ Agency — An Accredited TMC/Agency that issues airline tickets on behalf of a Non-Accredited TMC/Agency.
3. ADP - Alternative Distribution Provider.
4. Approved Industry Designator — Verified Travel Counselor (VTC) number assignment by ARC or Travel Service Intermediary (TSI) number assignment by IATA to a Non-Accredited Agency located within the US, US Virgin Islands or Puerto Rico, or Travel Industry Designator Service (TIDS) number assigned by IATA to a Non-Accredited Agency located outside the US, US Virgin Islands, or Puerto Rico
5. ARC - Airlines Reposing Corporation.
6. Authorizing Agreement(s) — The applicable agreement(s) setting for the terms of the relationship(s) between JetBlue and Agent and under which Agent is authorized to act as an agent for the sale of JetBlue's services or to perform services to the benefit of JetBlue.
7. Back Date Ticketing - The issuance of a ticket with an indicated date of issuance that is earlier than the actual date of issuance.
8. Back-to-Back Ticketing - The booking and/or issuance and/or use of Flight Coupons from two or more different Tickets at round trip fares for the purpose of circumventing applicable tariff rules (such as advance purchase/minimum stay requirements or other restrictions).
9. Churning — The process of repeated canceling and rebooking of the same flight segment and inventory class for the same travel dates.
10. CTD - Corporate Travel Department as designated by ARC.
11. CRS/GDS - Computer Reservation System/Global Distribution System.
12. Credit Memo — A refund of monies to the Agent based on overpayment to JetBlue.
13. Debit Memo — An invoice issued to an Agent to collect additional monies owed to JetBlue for ticketing outside the Fare Rules or any other violation of JetBlue's Booking and Ticketing Policy.
14. Fare Rules - Applicable requirements or restrictions associated with a particular fare, including, but not limited to, non-refundability, Ticket Time Limits, class of service requirements, minimum/maximum stay requirements, or advance purchase ticketing requirements.
15. Flight Coupon - A portion of the Ticket that indicates travel points between which the coupon is good for carriage.
16. Group Booking - Booking 10 or more passengers on at least one common flight segment within their itinerary to a common destination in a single PNR or multiple PNRs.
17. Hidden Cities Ticketing or Points Beyond Ticketing - The booking and/or issuance and/or use of a reservation or ticket 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 booking or purchase and use of such tickets would produce a lower fare.
18. IATA - International Air Transport Association.
19. Impossible/Illlogical Booking - Includes, but is not limited to, bookings for the same passenger on concurrent flights that fly in the same time period, on or near the same day; multiple bookings for the same passenger between the same origin/destination; duplicate bookings, or bookings with connections that depart before the arrival of the inbound flight.
20. Non-Accredited TMC/Agency - A travel agency without ARC or IATA accreditation to issue airline tickets that accesses JetBlue's internal reservation system content through a CRS/GDS or other electronic means. For the avoidance of doubt, any Agency whose

bookings do not contain a valid ARC/IATA number of an Accredited Agency in the JetBlue PNR point of sale information will be deemed a Non-Accredited TMC/Agency.

21. No-Show - Inventory spoilage caused by the failure to issue tickets and/or cancel Picketed or un-ticketed reservations.

22. PNR - Passenger Name Record.

23. Throwaway Ticketing - The booking and/or issuance and/or use of connecting and/or round-trip tickets for the purpose of one-way or travel only.

24. Ticket - The record of agreement, including <sup>partial</sup> electronic tickets, e.g., "JetBlue electronic tickets" or "e-tickets," for the carrier(s) to provide transportation and related services under certain terms and conditions to the passenger named on the Ticket in accordance with applicable governing tariffs and regulations.

25. Ticket Time Limit - Date or time deadline required for ticket issuance as set forth in the applicable Fare Rule.

26. Travel Management Company (TMC) — Any entity which has access to JetBlue's internal reservation system content through a CRS/GDS or other electronic means, including but not limited to, travel agencies, travel departments, online travel agencies, consolidators, wholesalers and alternative distribution providers (ADP), with or without ARC or IATA accreditation.

### 3. JetBlue GDS/CRS Booking/Ticketing Policy Terms:

#### 3a. Booking & Ticketing Policy Terms

1. Administrative Bookings - Agent must utilize auxiliary segments or non-billable status codes to produce invoices and itineraries or for administrative or accounting purposes. For example, non-billable status codes include the following: AMADEUS - GK, GALILEO - BK, SABRE - YK, WORLDSPAN - use a TVL Air Segment.
2. Cancellations - If a customer cancels his or her reservation the Agent must immediately release JetBlue's inventory. The Agent may not re-use the canceled inventory for another customer, even if the other customer desires the identical itinerary; a new PNR must be created.
3. Churning — The Agent must not engage in Churning to circumvent ticketing time limits of the Fare Rules.
4. Class of Service — The Agent must not issue a ticket unless the requested class of service is available for sale and confirmed in JetBlue's internal reservation system.
5. Customer Name/ID - Customers' full first and last names are required in all bookings. Additional security information about the customer may be required by government agencies and the Agent should ensure that the PNR satisfies the applicable governmental requirements.
6. Duplicate Bookings — The Agent must not create a Duplicate Booking for any reason, or duplicate any reservation booked by another TMC or that is stored in another CRS/GDS or JetBlue's internal reservation system. It is the responsibility of the Agent to determine if the customer already made a booking.
7. Fare Rules — The Agent must adhere to all ticketing and fare rules. JetBlue prohibits, and the Agent is liable for, any booking or ticketing practice that circumvents the applicable Fare Rules, including but not limited to Back-to-Back Ticketing, Hidden Cities, Points Beyond, or Throwaway Ticketing. The Agent must issue a valid ticket or cancel the PNR by the applicable Ticket Time Limit. JetBlue reserves the right to use an automatic program to cancel segments when ticketing has not occurred by the applicable Ticket Time Limit, however, the Agent is responsible for adhering to ticketing time limits.
8. Fictitious Name and Other Speculative Bookings — The Agent must refrain from holding JetBlue inventory until a passenger or ticketing opportunity arises. An Agent may use the GDS only when it relates directly to a passenger's request or intention to purchase a ticket. Non-

exclusive examples of such bookings include the use of a valid surname followed by initials (e.g., Smith/A/B/C, Chen/A/S/D/F, Anderson/X/Y/Z) and fictitious or celebrity names (e.g., TesVMy, Mouse/Mickey, Bond/James).

9. Group Bookings — Agents must book Group Bookings directly with JetBlue and may create Passive Segments for the purpose of ticketing. Standard terms and conditions of Passive Segments apply. Agencies may not create multiple PNRs for the purpose of circumventing the Group Booking definition. Violations of the Group Booking policy may result in booking cancellations, and/or assessment of fees or penalties.

10. Inactive Segments — Changes to itinerary segment status resulting in Inactive Segments requires action and must be removed from the CRS/GDS PNR at least 24 hours prior to flight departure. This includes canceling Picketed or un-ticketed segments with a status code of UN, NO, HX, TL, WK, WL, or WN and removing other inactive segments in the PNR with the status codes such as UC, US and DL. In all cases, the Agent is responsible for promptly working queues.

11. Interline Ticketing — The Agent must not validate any ticket on JetBlue if the ticket contains a flight segment(s) on any other airline unless the other airline has a ticketing and baggage agreement with JetBlue.

12. Itinerary Changes — When a reservation is affected by a schedule change, flight firming, and flight cancellation. JetBlue sends notification directly to the Agent's GDS queue. This notification communicates the change and directs the booking agent to accept the changes in the PNR, advise the customer, and remove the inactive segment(s).

13. Married Segments - JetBlue may provide a level of availability on Married Segments that differs from the level of availability provided by JetBlue if the segments were sold separately. An Agent must not separate Married Segments for any purpose nor manipulate the CRS/GDS system to circumvent JetBlue's Married Segment Control logic.

14. Passive Segments — Industry standard practice requires that passive segments be used for the purpose of ticketing only after a booking has been made in an airline's inventory system. Invalid/mismatched passive segments will be rejected and a message sent to the booking agent which will require action at least 24 hours prior to flight departure. JetBlue does not allow passive segments to be used for other reasons including but not limited to satisfying CRS/GDS productivity requirements, to circumvent fare rules or to fulfill administrative functions.

15. Passports and Visas — The Agent must not book an itinerary for the sole purpose of obtaining customer's visa, passport, or any other documents.

16. Taxes — The Agent must collect, report, and accurately code all taxes, fees and charges/surcharges imposed by the U.S government, as well as taxes, fees and charges/surcharges levied by foreign countries.

17. Ticket Numbers — The Agent must issue and reopen a valid ticket number for the customer and itinerary in the PNR. The Agent may not provide a ticket number that does not match the customer and/or itinerary to circumvent ticketing requirements or to satisfy a Ticket Time Limit.

18. Training and Testing — The Agent can create a test or training PNR only in the training mode of a GDS/CRS provider. Reserving live inventory in JetBlue's internal reservation system for any training and/or testing purpose is prohibited and JetBlue reserves the right to recover costs associated with spoiled inventory.

JetBlue reserves the right to expand this B6 GDS/CRS Booking Policy at any time with or without advance notice.

#### 4. Method of Audit and Settlement:

JetBlue shall have the right to enter any Agent's office location upon reasonable notice for the

purpose of inspecting books and records relating to air transportation sold directly or indirectly on JetBlue and to ensure compliance with the provision of the applicable Authorizing Agreement, this Policy and/or JetBlue's Contract of Carriage. JetBlue reserves the right to issue Debit Memos and collect fees according to the Audit, Settlement and Dispute, Process as described on JetBlueTMC.com.

## 5. Fees and Penalties:

JetBlue strictly prohibits, and will hold the Agent responsible for any losses due to actions in violation of this Policy, the applicable Authorizing Agreement or JetBlue's Contract of Carriage.

1. Fees. In addition to other legal or equitable remedies available, JetBlue may charge an Agent, and the Agent agrees to pay to JetBlue, the fees described in its Audit, Settlement and Dispute Process for any such violation, plus a USD 50.00 administration fee for each violation. For the avoidance of doubt, an Agent shall be responsible for its actions in violation of this Policy, regardless of whether a ticket is issued.

2. Loss of Access/Termination. Frequent violations of this Policy and/or failure to pay any outstanding fee(s) may result in (i) the loss of access to view, book and ticket JetBlue inventory and/or (ii) the termination of the TMC appointment agreement. JetBlue may assess an additional fee to restore access capabilities through a CRS/GDS if the Agent is reinstated. The Agent also must pay any other outstanding monies owed to JetBlue at the time of termination, including any such amounts that are identified by JetBlue following such termination.

3. Damages. In addition to the other remedies JetBlue may charge the Agent, and the Agent agrees to pay, for any losses incurred by JetBlue arising out of or in connection with any violation of this Policy. These damages could include, but are not limited to, loss of revenue and the difference between the fare charged and the actB6I fare available at the time of the violation or booking, use or issB6nce of the ticket, and recovery of GDS transaction fees.

4. Other Remedies. JetBlue reserves the right to terminate any and all applicable TMC appointment(s) of any Agent that does not comply with this Policy. JetBlue reserves the right to offset from any available source any amount owed to the Agent by JetBlue in order to satisfy any of the fees, costs, damages or other remedies owed to JetBlue as a result of a violation of this Policy.

Transportation of Passengers and Baggage provided by JetBlue, Inc. and Carriers doing business as JetBlue Express, are subject to the following terms and conditions, in addition to any terms and conditions printed on or in any ticket, ticket jacket or eticket receipt. To the extent there is a conflict between this Contract of Carriage and any terms and conditions printed on or in any ticket, ticket jacket or eticket receipt, this Contract governs. By purchasing a ticket or accepting transportation, the passenger agrees to be bound by these controlling terms of this Contract of Carriage, and no covenants at law or in equity shall be implied or incorporated. Note, only the English version of JetBlue's Contract of Carriage governs the transportation of Passengers and Baggage provided by JetBlue, Inc. and Carriers doing business as JetBlue Express.

B6 means JetBlue, Inc.

B6 Ticket Stock means tickets printed, imprinted or issued electronically with the B6 carrier code (016) as part of the ticket serial number.

Ultimate ticketed destination applies only to sitB6tions where a passenger's origin is a non-Canadian point and the itinerary includes at least one stop in Canada, as well as at least one stop

outside of Canada. If the stop in Canada is the farthest checked point and the stop is more than 24 hours, the ultimate ticketed destination is Canada. (For Rule 23 I) only).

JetBlue means JetBlue, Inc.

JetBlue Express carriers are Carriers not wholly owned or operated by JetBlue, Inc. but operating with the B6 designator code under the trade name "JetBlue Express."

### Rule 3 Application of Contract

- A. These rules constitute the conditions of carriage upon which B6 agrees to provide Domestic and International Carriage and are expressly agreed to by the Passenger. These Rules are also the tariffs filed by B6 in accordance with certain government regulations.
- B. This Contract of Carriage is subject to applicable laws, regulations, rules, and security directives imposed by governmental agencies, including but not limited to those imposed during or as a result of a national emergency, war, civil unrest or terrorist activities. In the event of a conflict between the Rules contained herein and such government laws, regulations, rules, security directives and their corresponding effects on B6's operation, the latter shall prevail.
- C. The rules herein are applicable to transportation of Passengers and Baggage provided by B6. See Rule 18 regarding application of these rules to Codeshare services provided by B6 on flights operated by a carrier other than B6.
- D. Certain International Carriage is subject to the rules relating to liability established by, and to all other provisions of the Warsaw and/or Montreal Conventions. Any provisions of these rules that are inconsistent with any provision of the applicable Convention shall, to that extent, but only to that extent, be inapplicable to International Carriage.
- E. Except as otherwise provided within specific fare rules, transportation is subject to the Contract of Carriage and charges in effect on the date on which the Ticket is issued. References to pages, rules, items and notes are coterminous and include revisions, supplements and reissues thereof.
- F. Where the Ticket has been purchased and issued before the effective date of an increase in the applicable fare, the increase will not be collected, provided there is no change in Origin, Destination, Stopover point(s), flight(s) or dates shown on the original Ticket. These provisions apply whether an increase results from a change in fare level, a change in conditions governing the fare or a cancellation of the fare itself.
- G. B6 is responsible only for transportation of Passengers and Baggage provided by B6, which includes Codeshare services provided by B6 on flights operated by a carrier other than B6. See Rule 18 regarding application of these rules to Codeshare services. When B6 undertakes to issue a Ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier on an interline basis (whether or not such transportation is part of a through service), B6 will act only as agent for the other carrier in these limited capacities, and will assume no responsibility for the acts or omissions of such other carrier, including but not limited to providing flight status information, delays and other acts or omissions that arise from their flight operations.
- H. No employee or agent of B6 has the authority to alter, modify, or waive any fare rules or any provision of the Contract of Carriage unless authorized by a corporate officer of B6. B6's appointed agents and representatives are only authorized to sell Tickets for air transportation pursuant to approved fares, rules, and regulations of B6. Failure or delay on the part of either party to exercise any right or power herein shall not operate as a waiver thereof.
- I. Unless specifically stated otherwise herein or where any limitation would expressly violate any applicable law, B6 shall not be liable for any consequential, compensatory, indirect, incidental or punitive damages arising out of or in connection with the performance of its obligations under these rules.
- J. B6's obligations hereunder extend only to the Ticketed Passenger. There are no third party beneficiaries to these rules.

- K. Except where provided otherwise by law, B6's conditions of carriage, rules and tariffs are subject to change without notice, provided that no such change shall apply to Tickets issued prior to the effective date of such change.
- L. The invalidity of any provision herein by local law shall not affect the validity of any other provision that shall remain in full force and effect.
- M. If B6 makes arrangements for Passengers with any third party to provide any services other than carriage by air, or if B6 issues a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, B6 does not assume responsibility for the ground transportation of any Passenger or his or her baggage. The terms and conditions of the third party service provider will apply, as well as Rule 17 B) below.
- N. Except as otherwise provided below, fare rule provisions, local or joint fares, including Arbitraries, contained in the On-line Tariff Database maintained by Airline Tariff Publishing Company on behalf of B6 is considered to be part of International Passenger Rules and Fares Tariff No. IPR-2, C.A.B. No. 376, NTA(A) No. 210. EXCEPTION: For Fares Published by Rule, see C.A.B. No. 737, NTA(A) No. 476.
- O. By purchasing a ticket or accepting transportation under this Contract of Carriage, the Passenger agrees to be bound by the Federal Aviation Act (49 U.S.C. 40101, et seq.), including the Airline Deregulation Act (49 U.S.C. 41713).
- P. By purchasing a ticket or accepting transportation under this Contract of Carriage, Passenger agrees that any lawsuit brought by Passenger against B6 and Carriers doing business as JetBlue Express will be brought only in Passenger's individual capacity, and may not be brought in or asserted as part of a class action proceeding.
- Q. You agree that you will notify JetBlue of any dispute arising out of or related to transportation covered by this Contract by submitting your concerns via the form at <https://www.JetBlue.com/en/us/customer-care>, including a description of the nature of the dispute. Following delivery of such submission, you agree to allow JetBlue a period of sixty (60) days to provide a substantive response and to try to resolve the dispute prior to filing any lawsuit, arbitration, administrative or any other proceeding against JetBlue related to the dispute. Compliance with the notification procedures set forth herein shall be a condition precedent to your right to file any lawsuit, arbitration, administrative or any other proceeding against JetBlue. You agree that your failure to comply with the notification procedures set forth herein prior to filing a lawsuit, arbitration, administrative or any other proceeding against JetBlue shall entitle JetBlue to recover reasonable attorneys' fees incurred in defending the lawsuit, arbitration, administrative or other proceeding.

#### Rule 4 **Reservations – Confirmation/Fare Quotes/Disclosures**

- A. A reservation for space on a given flight of B6 is valid when the availability and allocation of such space is confirmed by B6 or an authorized agent of B6 and entered into the carrier's reservations system. At the time of reservation, B6 requires the full name consisting of full first and last name for each passenger to be entered into the name field of the reservation, and other government mandated information, including but not limited to date of birth and gender.  
EXCEPTION: Only one name will be required for reservations for passengers whose passports reflect only one name. Reservations that do not contain the full name of each passenger, other required information, or fraudulent information will be automatically cancelled within 72 hours of reservation confirmation. B6 requires ticketing at the time of reservation. B6 will allow a 100% refund to the original form of payment if the request is made within 24 hours of ticketing and if the reservation is made one week or more prior to the scheduled flight departure and the ticket is purchased directly through B6.
- B. Subject to payment or other satisfactory credit arrangements, a validated Ticket will be issued by B6 or the authorized agent of B6 indicating such confirmed reserved space provided the Passenger applies to B6 or the authorized agent of B6 for such Ticket within the Check-In Time Limits specified in Rules 5 D) and E). Such reservation of space is subject to cancellation by B6 without notice if the Passenger does not comply with this Rule.

**EXCEPTION:** 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.

- C. Once a Passenger obtains a Ticket indicating confirmed reserved space for a specific flight and date either from B6 or its authorized agent, the reservation is confirmed even if there is no record thereof in B6's reservation system.  
**EXCEPTION:** Tickets shall not be valid if reservations are cancelled pursuant to Rule 5 or cancelled by the passenger or his/her representative.
- D. Seat assignments, regardless of class of service, are not guaranteed and are subject to change without notice. B6 reserves the right to reseat a Passenger for any reason, including but not limited to from a JetBlue First or Business class seat, JetBlue Polaris® seat, JetBlue® Premium Plus seat, Economy Plus seat, or from Preferred Seating for which the applicable fee, miles, or other compensation has been paid, and if a Passenger is improperly or erroneously upgraded to a different class of service. If a Passenger is removed from a JetBlue First or Business class seat, JetBlue Polaris® seat, JetBlue® Premium Plus seat, Economy Plus seat, or from Preferred Seating for which a fee, miles, or other compensation has been paid, and the Passenger is not re-accommodated in a seat of equal or greater value, or if a Passenger is downgraded from a class of service and is not re-accommodated in a seat in an equal or greater class of service for which a fee, miles, or other compensation has been paid, the Passenger may be eligible for a refund in accordance with Rule 27. B6 also prohibits Passengers from selling their seat assignments at any time and/or exchanging them at the time of boarding without first advising a member of the crew.
- E. B6 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 B6 shall make available on a given flight will be determined by B6. Further, B6 cannot guarantee any fare levels, fares, or seats/inventory associated with flights on Codeshare partners or on other airlines.
- F. B6 does not intend to file tickets priced at a zero or close to zero fare. If an erroneous fare or a fare that is reasonably apparent as erroneous is inadvertently published for sale and a ticket is issued at the erroneous fare before it has been corrected, B6 reserves the right to cancel the ticket purchase and refund all amounts paid by the purchaser or, at the purchaser's option, to reissue the ticket for the correct fare. In this event, B6 will also reimburse any reasonable, actual, and verifiable out-of-pocket expenses incurred by the purchaser in reliance upon the ticket purchase. The purchaser must provide receipts or other evidence of such actual costs incurred in support of any reimbursement request.

## Rule 5 **Cancellation of Reservations**

- A. B6 has the right to cancel reservations (whether or not confirmed) 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 B6's control, (including, but not limited to acts of God, force majeure events, strikes, civil commotions, embargoes, wars, hostilities, or other disturbances, whether actual, threatened, or reported).
- B. B6 has the right to cancel reservations (whether or not confirmed) 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. Failure to Occupy Space - If a Passenger fails to occupy space which has been reserved for him/her on a flight of B6 and B6 fails to receive notice of the cancellation of the reservation before the departure, or if any carrier cancels the reservation of any Passenger, B6 may cancel all reservations (whether or not confirmed) held by such Passenger on the flights of B6 or any carrier for continuing or return space.
- D. Check-In Time Limits - B6 has the right to cancel reservations (whether or not confirmed), deny boarding and/or refuse the acceptance of checked baggage of any Passenger who fails to present himself/herself within the applicable check-in or loading gate time limits for Passengers and/or Baggage.



1. Domestic flights, except those departing GB6m:
    - a. For Passengers who do not need to check baggage, Passenger must complete the purchase of the ticket(s), check-in and obtain a boarding pass at least 30 minutes prior to scheduled departure. EXCEPTIONS: At the following airports, Passengers must complete check-in at least 45 minutes prior to scheduled departure: Baltimore, MD; AgB6dilla, Puerto Rico; and San JB6n, Puerto Rico.
    - b. For Passengers who do need to check baggage, Passenger must complete the purchase of the ticket(s), check-in, obtain a boarding pass, and complete baggage check-in at least 45 minutes prior to scheduled departure.
      1. EXCEPTION: At the following airports, Passengers must complete baggage check-in at least 60 minutes prior to scheduled departure: San JB6n, Puerto Rico.
    - c. All Passengers must be present at the loading gate for boarding at least 15 minutes prior to scheduled departure. NOTE: If the Passenger's itinerary includes an international destination, the international time limits in D) 2) below apply to all flights in the itinerary.
  2. All non-stop International flights (including flights departing GB6m and St. Thomas, U.S. Virgin Islands):
    - a. Passenger must complete the purchase of the ticket(s), check-in, check baggage, and obtain a boarding pass at least 60 minutes prior to scheduled departure. EXCEPTIONS:
      1. At Amsterdam, Netherlands; Athens, Greece; Berlin, Germany; Brussels, Belgium; Delhi, India; Dubai, JetBlue Arab Emirates; Dublin, Ireland; Frankfurt, Germany; Lima, Peru; Milan, Italy; Munich, Germany; Paris, France; Rome, Italy; Zurich, Switzerland; and for all international flights departing from Honolulu, U.S., Passengers must complete check-in, check baggage and obtain a boarding pass at least 75 minutes (1 hour, 15 minutes) prior to scheduled departure.
      2. Within the Federated States of Micronesia; Republic of the Marshall Islands; Commonwealth of the Northern Mariana Islands; Republic of Palau; Toronto, Canada; St. Thomas, U.S. Virgin Islands; Accra, Ghana; Lagos, Nigeria; Tel Aviv, Israel; and Manila, Philippines, Passengers must complete check-in, check baggage and obtain a boarding pass at least 90 minutes (1 hour, 30 minutes) prior to scheduled departure.
    - b. All Passengers must be at the loading gate for boarding at least 30 minutes prior to scheduled departure. EXCEPTIONS: Within the Federated States of Micronesia, Republic of the Marshall Islands, and Brussels, Belgium, Passengers must be at the loading gate for boarding at least 60 minutes (1 hour) prior to scheduled departure.
- E. The time limits provided by B6 in this Rule are minimum time requirements. Passenger and baggage processing times may differ from airport to airport. It is the Passenger's responsibility to arrive at the airport with enough time to complete any ticketing, check-in, baggage and security screening processes, and boarding requirements within these minimum time limits. NOTE: Please see [www.JetBlue.com](http://www.JetBlue.com) for more information.
- F. B6 is not liable for any consequential, compensatory, or other damages when it cancels reservations (whether or not confirmed) of any Passenger in accordance with this Rule, but if the reservation was canceled according to paragraph A) of this Rule, see Rule 24.
- G. All of B6's flights are subject to overbooking which could result in B6's inability to provide previously confirmed reserved space for a given flight or for the class of service reserved. In that event, B6's obligation to the Passenger is governed by Rule 25.

- H. In addition to exercising any of its remedies in Rule 6 K) below, B6 reserves the right to cancel bookings and/or reservations which it deems fraudulent, abusive, illogical, fictitious, which are booked and/or reserved with no intention of flying, or for which the passenger makes a misrepresentation without notice to the passenger or the individual making the booking. The types of improper reservations that B6 will cancel without notice include, but are not limited to: reservations made without having been requested by or on behalf of the named passenger; reservations made to hold or block seats for the purpose of obtaining lower fares, MP award inventory, travel certificates, or upgrades that may not otherwise be available; reservations made to manipulate, abuse, or circumvent any of B6's fare rules, policies or provisions; reservations made for the same passenger on flights traveling on or about the same date between one or more of the same or nearby origin or destination cities; reservations made for flights that are or likely will be delayed or cancelled with the intention of making a claim against or receiving a benefit from JetBlue concerning the flight delay; reservations where B6 suspects credit card fraud or other fraud related to payment; and reservations with connections that depart before the arrival on the inbound flight.

Rule 6 -7 Deleted

#### **Rule 8 Returned Check Charge**

B6 will collect 25 USD/25 CAD for each returned check. This charge is non-refundable and is not subject to any discount.

Rule 9 Deleted

#### **Rule 10 Transatlantic Surcharges**

For details concerning transatlantic surcharges, see B6's International Fare service surcharges filed with ATPCO referencing this Rule.

#### **Rule 11 Pacific Surcharges**

For details concerning transpacific surcharges, see B6's International Fare service surcharges filed with ATPCO referencing this Rule.

#### **Rule 12 Western Hemisphere Surcharges**

For details concerning Western Hemisphere surcharges, see B6's International Fare service surcharges filed with ATPCO referencing this Rule.

Rule 13 -17 Deleted

#### **Rule 18 Service Provided by JetBlue Express and Other Codeshare Partners**

- A. B6 has arrangements with certain other carriers to enable B6 to provide Codeshare services to Passengers on flights operated by these carriers. Transportation provided by B6 under a Codeshare arrangement with these carriers is designated by a flight number that includes B6's two-letter airline designator code, "B6". NOTE: For travel to or from the European Union and for reservations made in the European Union, B6 will indicate the identity of the operating carrier at the time of reservation or as soon as administratively feasible.
- B. For Codeshare services on flights operated by another carrier, B6 is responsible for the entirety of the Codeshare journey for all obligations to Passengers established in these rules. The rules contained herein with respect to ticketing will apply to B6 Codeshare

services on flights operated by partner airlines. Notwithstanding the foregoing, the baggage liability provisions set forth in Rule 28 shall govern the liability of B6 with respect to any transportation subject to this Contract.

- C. When another foreign or U.S. Codeshare partner operates a flight on which B6's designator code "B6" appears, the operating carrier's contingency plan for lengthy tarmac delays will apply to that flight.

Rule 19 -20 Deleted

#### Rule 21 **Refusal of Transport**

B6 shall have the right to refuse transport on a permanent or temporary basis or shall have the right to remove from the aircraft at any point, any Passenger for the following reasons:

- A. Breach of Contract of Carriage – Failure by Passenger to comply with the Rules of the Contract of Carriage.
- B. Government Request, Regulations or Security Directives – Whenever such action is necessary to comply with any government regulation, Customs and Border Protection, government or airport security directive of any sort, or any governmental request for emergency transportation in connection with the national defense.
- C. Force Majeure and Other Unforeseeable Conditions – Whenever such action is necessary or advisable by reason of weather or other conditions beyond B6's control including, but not limited to, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, terrorist activities, or disturbances, whether actB6l, threatened, or reported.
- D. Search of Passenger or Property – Whenever a Passenger refuses to submit to electronic surveillance or to permit search of his/her person or property.
- E. Proof of Identity – Whenever a Passenger refuses on request to produce identification satisfactory to B6 or who presents a Ticket to board and whose identification does not match the name on the Ticket. B6 shall have the right, but shall not be obligated, to require identification of persons purchasing tickets and/or presenting a ticket(s) for the purpose of boarding the aircraft.
- F. Failure to Pay – Whenever a Passenger has not paid the appropriate fare for a Ticket, Baggage, or applicable service charges for services required for travel, has not paid an outstanding debt or Court judgment, or has not produced satisfactory proof to B6 that the Passenger is an authorized non-revenue Passenger or has engaged in a prohibited practice as specified in Rule 6.
- G. Across International Boundaries – Whenever a Passenger is traveling across any international boundary if:
  - 1. The government required travel documents of such Passenger appear not to be in order according to B6's reasonable belief; or
  - 2. Such Passenger's embarkation from, transit through, or entry into any country from, through, or to which such Passenger desires transportation would be unlawful or denied for any reason.
- H. Safety – Whenever refusal or removal of a Passenger may be necessary for the safety of such Passenger or other Passengers or members of the crew including, but not limited to:
  - 1. Passengers or Passengers' Service Animals whose conduct is unlawful; indecent, lewd, or sexB6l in nature; harassing; disruptive; disorderly; offensive; abusive; unsanitary; or violent;
  - 2. Passengers who fail to comply with or interfere with the duties of the members of the flight crew, federal regulations, or security directives;
  - 3. Passengers who assault any employee of B6, including the gate agents and flight crew, any employees of carriers doing business as JetBlue Express, any B6 or JetBlue Express vendor employee, or any B6 Passenger;

4. Passengers 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;
5. Passengers who are barefoot, not properly clothed, or whose clothing is lewd, obscene or offensive;
6. Passengers who appear to be intoxicated or under the influence of drugs (other than a qualified individual whose appearance or involuntary behavior may make them appear to be intoxicated or under the influence of drugs);
7. Passengers wearing or possessing on or about their person concealed or unconcealed deadly or dangerous weapons; provided, however, that B6 will carry law enforcement personnel who meet the qualifications and conditions established in 49 C.F.R.
8. Passengers who are unwilling or unable to follow B6's policy on smoking or use of other smokeless materials;
9. Unless they comply with Rule 6 I), Passengers who are unable to sit in a single seat with the seat belt properly secured, and/or are unable to put the seat's armrests down when seated and remain seated with the armrest down for the entirety of the flight, and/or passengers who significantly encroach upon the adjoining passenger's seat;
10. Passengers who are manacled or in the custody of law enforcement personnel;
11. Passengers who have resisted or may reasonably be believed to be capable of resisting custodial supervision;
12. Pregnant Passengers in their ninth month, 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;
13. Passengers who are incapable of completing a flight safely, without requiring extraordinary medical assistance during the flight, and Passengers who appear to have symptoms of or have a communicable disease (or there is reason to believe there was exposure to a communicable disease) or other condition that could pose a direct threat to the health or safety of themselves or others on the flight, or who refuse a medical screening for such disease or condition, whether suspected or actual. (NOTE: B6 requires a medical certificate for Passengers who wish to travel under such circumstances. Visit B6's website, [www.JetBlue.com](http://www.JetBlue.com), for more information regarding B6's requirements for medical certificates);
14. Passengers who fail to travel with the required safety assistant(s), advance notice and/or other safety requirements pursuant to Rules 14 and 15;
15. Passengers who do not qualify as acceptable Non-Ambulatory Passengers (see Rule 14);
16. Passengers who have or cause a malodorous condition (other than individuals qualifying as disabled);
17. Passengers whose physical or mental condition is such that, in JetBlue's sole opinion, they are rendered or likely to be rendered incapable of comprehending or complying with safety instructions without the assistance of an escort. The escort must accompany the escorted passenger at all times;
18. Unaccompanied passengers who are both blind and deaf, unless such passenger is able to communicate with representatives of B6 by either physical, mechanical, electronic, or other means. Such passenger must inform B6 of the method of communication to be used;
19. Passengers who are unwilling to follow B6's policy that prohibits voice calls after the aircraft doors have closed, while taxiing in preparation for takeoff, or while airborne;
20. Passengers who refuse to wear a mask or face covering while at the airport and/or onboard B6 and JetBlue Express flights if B6 or JetBlue Express believe, in their sole discretion, that a failure to wear such a mask or facial covering may pose a risk to the health or safety of others; and

21. Passengers flying into the U.S. from a foreign country or from a foreign country into the U.S. who: i) refuse to provide proof of full vaccination, ii) proof of a negative pre-departure test result for COVID-19, and iii) contact tracing information within 72 hours of their flight's departure, the sufficiency of which for each of the three items is subject to B6's approval.
  - I. Any Passenger who, by reason of engaging in the above activities in this Rule 21, causes B6 any loss, damage or expense of any kind, consents and acknowledges that he or she shall reimburse B6 for any such loss, damage or expense. B6 has the right to refuse transport, on a permanent basis, any passenger who engages in any of the activities in this Rule. In addition, the activities enumerated in this Rule shall constitute a material breach of contract, for which B6 shall be excused from performing its obligations under this contract.
  - J. B6 is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with this Rule. A Passenger who is removed or refused transportation in accordance with this Rule may be eligible for a refund upon request. See Rule 27 A). As an express precondition to issuance of any refund, B6 shall not be responsible for damages of any kind whatsoever. The passenger's sole and exclusive remedy shall be Rule 27 A).

#### Rule 22 Deleted

Smoking (including use of electronic simulated smoking materials and smokeless cigarettes) is not permitted on any flights operated by B6. Use of betel nut (i.e., betel chewing) or any other type of chewing tobacco is also prohibited on all flights operated by JetBlue. Federal law also prohibits smoking in an airplane lavatory and tampering with, disabling, or destroying any smoke detector installed in any airplane lavatory. Federal law provides for a penalty of up to \$2,000 for tampering with the smoke detector installed in this lavatory. Individuals are subject to FAA enforcement action and substantial monetary penalties for violation of this law and related regulations. By purchasing a ticket or accepting transportation, the Passenger agrees to comply with B6's policy on smoking and use of other smokeless materials, as well as applicable federal law, and B6 reserves the right to seek reimbursement from any Passenger whose failure to do so causes B6 any loss, damage or expense.

#### Rule 23 General **Con Rule 24 Flight Delays/Cancellations/Aircraft Changes**

##### A. General

1. U.S.A. Origin Flights - Where the B6 flights originate in the U.S.A., the provisions of this Rule apply to a Passenger who has a Ticket and a confirmed reservation on a flight that incurs a Schedule Change, Force Majeure Event or Irregular Operations.
2. Non-U.S.A. Origin Flights - Where the B6 flight originates outside the U.S.A., the following provisions apply to a Passenger who has a Ticket and a confirmed reservation on a flight:
  - a. If local or international laws regulate a Schedule Change, Force Majeure or Irregular Operations, then the procedures in Rule 24 will not be applied.
  - b. If no local law otherwise regulates a Schedule Change, Force Majeure or Irregular Operations, then the procedures in Rule 24 will be applied.
3. Schedules are Subject To Change Without Notice - Times shown on tickets, timetables, published schedules or elsewhere, and aircraft type and similar details reflected on tickets or B6's schedule are not guaranteed and form no part of this contract. B6 may substitute alternate carriers or aircraft, delay or cancel flights, and alter or omit stopping places or connections shown on the ticket at any time. B6 will promptly provide Passengers the best available information regarding known delays, cancellations, misconnections and diversions, but B6 is not liable for any misstatements or other errors or omissions in connection with providing such

information. No employee, agent or representative of B6 can bind B6 legally by reason of any statements relating to flight status or other information. Except to the extent provided in this Rule, B6 shall not be liable for failing to operate any flight according to schedule, or for any change in flight schedule, with or without notice to the passenger.

- B. Definitions - For the purpose of this Rule, the following terms have the meanings below:
1. Schedule Change – an advance change in B6’s schedule (including a change in operating carrier or itinerary) that is not a unique event such as Irregular Operations or Force Majeure Event as defined below.
  2. Connecting Point – a point to which a Passenger holds or held confirmed space on a flight of one carrier and out of which the Passenger holds or held confirmed space on a flight of the same or another carrier. All airports through which a city is served by any carrier will be deemed to be a single Connecting Point when the receiving carrier has confirmed reservations to the Delivering Carrier.
  3. Delivering Carrier – a carrier on whose flight a Passenger holds or held confirmed space to a Connecting Point.
  4. Force Majeure Event – any of the following situations:
    - a. Any condition beyond B6’s control including, but not limited to, meteorological or geological conditions, acts of God, riots, terrorist activities, civil commotions, embargoes, wars, hostilities, disturbances, or unsettled international conditions, either actual, anticipated, threatened or reported, or any delay, demand, circumstances, or requirement due directly or indirectly to such condition;
    - b. Any strike, work stoppage, slowdown, lockout, or any other labor-related dispute involving or affecting B6’s services;
    - c. Any governmental regulation, demand or requirement;
    - d. Any shortage of labor, fuel, or facilities of B6 or others;
    - e. Damage to B6’s Aircraft or equipment caused by another party;
    - f. Any emergency situation requiring immediate care or protection for a person or property; or
    - g. Any event not reasonably foreseen, anticipated or predicted by B6.
  5. Misconnection – occurs at a Connecting Point when a Passenger holding confirmed space on an Original Receiving Carrier is unable to use such confirmed space because the Delivering Carrier was unable to deliver him/her to the Connecting Point in time to connect with the Original Receiving Carrier’s flight. NOTE: The same rules regarding Delivering and Original Receiving Carrier responsibilities apply at the subsequent point(s) of Misconnection as would apply at the point of original Misconnection.
  6. Original Receiving Carrier(s) – a carrier or combination of connecting carriers on whose flight(s) a Passenger originally held or holds confirmed space from a Connecting Point to a destination, next Stopover or Connecting Point.
  7. Irregular Operations – any of the following irregularities:
    - a. Delay in scheduled departure or arrival of a carrier’s flight resulting in a Misconnection;
    - b. Flight or service cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a carrier’s flight;
    - c. Substitution of aircraft type that provides different classes of service or different seat configurations;
    - d. Schedule changes which require Rerouting of Passengers at departure time of the original flight; or
    - e. Cancellation of a reservation by B6 pursuant to Rule 5.

EXCEPTION: B6 shall have no obligation to honor another carrier’s ticket that does not reflect a confirmed reservation on B6, unless the issuing carrier reissues the ticket for any changes in routing. In the event such carrier is not available to do so, B6 reserves the right to reroute passengers only over its own lines between the points named on the original ticket.

- C. Schedule Change - When a Passenger's Ticketed flight is affected because of a Schedule Change that modifies the original departure and/or arrival time by 30 minutes or more, B6 will, at its election, arrange one of the following:
1. Transport the Passenger on its closest available flight to the Destination, next Stopover point, or transfer point shown on its portion of the Ticket, without Stopover in the same class of service (subject to availability), at no additional cost to the Passenger; provided that if such alternate transportation results in a significant change to the originally scheduled departure or arrival times and the Passenger chooses not to accept such alternate transportation, JetBlue will (at the Passenger's request) provide a refund;
  2. When a Schedule Change results in the cancellation of all B6 service between two cities, at B6's sole discretion, B6 may reroute Passengers over the lines of one or more carriers in an equivalent class of service; provided that if such alternate transportation results in a significant change to the originally scheduled departure or arrival times and the Passenger chooses not to accept such alternate transportation, JetBlue will (at the Passenger's request) provide a refund;
  3. Advise the Passenger that the value of his or her Ticket may be applied toward future travel on JetBlue within one year from the date of issue without a change or reissue fee; or
  4. If the Passenger is not offered transportation as provided in C) 1) or 2) above and does not choose to apply the value of his or her Ticket toward future travel as provided in C) 3) above, the Passenger will be eligible for a refund upon request. See Rule 27 A).
- D. Force Majeure Event - In the event of a Force Majeure Event, B6 without notice, may cancel, terminate, divert, postpone, or delay any flight, right of carriage or reservations (whether or not confirmed) and determine if any departure or landing should be made, without any liability on the part of B6. B6 may re-accommodate Passengers on another available B6 flight or on another carrier or combination of carriers, or via ground transportation, or may refund, in its sole discretion, any unused portions of the Ticket in the form of a travel certificate or travel credit.
- E. Irregular Operations
1. Liability - Except to the extent provided in this Rule and the Warsaw and/or Montreal Conventions, B6 shall not be liable for any Irregular Operations.
  2. Delay, Misconnection or Cancellation
    - a. When a Passenger's ticket is affected because of Irregular Operations caused by B6, B6 will take the following measures:
      - i. Transport the Passenger on its own flights, subject to availability, to the Destination, next Stopover point, or transfer point shown on its portion of the Ticket, without Stopover in the same class of service, at no additional cost to the Passenger; or
      - ii. At its sole discretion, B6 may arrange for the passenger to travel on another carrier. JetBlue may also, at its sole discretion, and if acceptable to the passenger, arrange for the passenger to travel via ground transportation.
    - b. In the event a Passenger misses an onward connecting flight on which space is reserved because the Delivering Carrier did not operate its flight due to Irregular Operations or a Schedule Change, the Delivering Carrier is responsible to arrange for carriage of the Passenger or to make a refund.
  3. If a Passenger is not transported as provided in E) 2) above, the Passenger will be eligible for a refund upon request. See Rule 27 A).
  4. If space is only available and used on a B6 flight(s) of a lower class of service than originally purchased by the passenger, B6 will provide a refund of the difference in fare pursuant to Rule 27 C) 5).
- F. Amenities for Delayed Passengers
1. Lodging - B6 will provide at its option either one night's lodging, or, if no lodging is provided and upon the passenger's request only, reimbursement for one night's lodging in the form of an electronic travel certificate that may be applied to future

travel on B6 up to a maximum amount determined by B6 when a B6 flight on which a Passenger is being transported incurs Irregular Operations and the Passenger incurs a delay that is expected to exceed four hours between the hours of 10:00 p.m. to 6:00 a.m. local time. Where lodging has been offered but not accepted by a Passenger for whatever reason, B6 is not liable to reimburse the Passenger for expenses relating to alternative lodging secured independently by the Passenger.

EXCEPTION: Lodging will not be furnished:

- a. To a Passenger whose trip is interrupted at a city which is his/her permanent domicile, origin point, or stopover point, or
  - b. When the destination city airport that is designated on the Passenger's Ticket and the city airport that the Passenger is diverted to are both within the following city groups:
    - i. Baltimore, MD (BWI)/Washington D.C. Dulles IAD)/Washington D.C. National (DCA)
    - ii. Brownsville, TX (BRO)/Harlingen, TX (HRL)/McAllen, TX (MFE)
    - iii. Burbank, CA (BUR)/Los Angeles, CA (LAX)/Ontario, CA (ONT)/Orange County, CA (SNA)/Long Beach, CA (LGB)
    - iv. Chicago, IL O'Hare (ORD)/Chicago, IL Midway (MDW)/Milwaukee, WI (MKE)
    - v. Colorado Springs, CO (COS)/Denver, CO (DEN)
    - vi. Dallas, TX Dallas-Ft. Worth International (DFW)/Dallas, TX Love Field (DAL)
    - vii. Ft. Lauderdale, FL (FLL)/Miami, FL (MIA)/West Palm Beach, FL (PBI)
    - viii. Houston, TX Bush Intercontinental (IAH)/Houston, TX Ellington AFB (EFD)/Houston, TX Hobby(HOU)
    - ix. Oakland, CA (OAK)/San Francisco, CA (SFO)/San Jose, CA (SJC)
    - x. Newark, NJ Newark International (EWR)/New York, NY La Guardia (LGA)/New York, NY Kennedy (JFK)/White Plains, NY (HPN)
    - xi. London, UK Gatwick (LGW)/London, UK Heathrow (LHR)
  - c. When such interruption is due to circumstances outside B6's control.
2. Snacks and Meals - B6 will provide snacks and/or food and beverage vouchers in the event of an extensive delay caused by B6. Where food and beverage vouchers have been offered but not accepted by a Passenger for whatever reason, B6 is not liable to reimburse the Passenger for expenses relating to food and beverage secured independently by the Passenger.
  3. Ground Transportation - When lodging is furnished in accordance with 1) above and ground transportation is not furnished by the hotel, B6 will provide ground transportation to the place of lodging via public conveyance. Rule 17 also governs any provision of ground transportation to a place of lodging. Where ground transportation has been offered but not accepted by a Passenger for whatever reason, B6 is not liable to reimburse the Passenger for expenses relating to alternative ground transportation secured by the Passenger.
  4. The sole and exclusive remedy for a passenger who has a claim under this Rule shall be the express amenities provided in this Rule. The passenger shall have no other claims or law or equity for actB6I, compensatory, or punitive damages. The provision of services in addition to those specifically set forth in this Rule to all or some passengers shall not be construed as a waiver of B6's rights or an expansion of its obligations. Neither shall any delay on the part of B6 in exercising or enforcing its rights under this Rule be construed as a waiver of such rights.
- G. Carrier in Default - Notwithstanding the provisions of this Rule, B6 will not accept for any purposes passenger tickets or related transportation documents issued by any carrier that is in substantial default of its Interline obligations or that voluntarily or involuntarily has become the subject of bankruptcy proceedings (the "Defaulting Carrier"). EXCEPTION: Notwithstanding the provisions of this paragraph, tickets issued by the Defaulting Carrier or its sales agent prior to the default will be accepted solely for transportation over the lines of B6 provided such tickets were issued by such Defaulting Carrier in its capacity as agent



for B6 and specified transportation via B6. When tickets are accepted, no adjustments in fare will be made that would require B6 to refund money to the passenger.

- H. In the event of a strike or work stoppage which causes any cancellation or suspension of operations of any other carrier, the provisions of this Rule will not apply with respect to passengers holding tickets for transportation on that carrier.
- I. "Class of service" in this Contract of Carriage refers to classes of service as determined by B6 without regard to the specific level of ancillary services or amenities provided in that class of service (as compared to any originally scheduled flight). Any ancillary service or amenity, including but not limited to live television, wi-fi services, priority boarding, advance seat assignments, and meal service, are not guaranteed. Regardless of whether there is a Schedule Change, Irregular Operations, Force Majeure Event, or other change or circumstance that results in an ancillary service or amenity not being available on any flight, B6 shall have no liability for, and shall owe no refund with respect to any failure to provide that amenity or ancillary service. **EXCEPTION:** If a Passenger has paid for a specific ancillary service or amenity in advance of the flight as a separate fee specifically designated for such ancillary service or amenity and that ancillary service or amenity is not provided, the Passenger is eligible for a refund of the amount paid if a refund request is made within 90 days of the date the fee was originally paid or the flight date, whichever is later. B6 is not liable to refund this fee otherwise eligible for refund if the request is received after that time.

Rule 24 Deleted

#### Rule 25 Denied Boarding Compensation

- A. Denied Boarding (U.S.A./Canadian Flight Origin) - When there is an Oversold B6 flight that originates in the U.S.A. or Canada, the following provisions apply:
  - 1. Request for Volunteers
    - a. B6 will request Passengers who are willing to relinquish their confirmed reserved space in exchange for compensation in an amount determined by B6 (including but not limited to check or an electronic travel certificate). The travel certificate will be valid only for travel on B6 or designated Codeshare partners for one year from the date of issue and will have no refund value. If a Passenger is asked to volunteer, B6 will not later deny boarding to that Passenger involuntarily unless that Passenger was informed at the time he was asked to volunteer that there was a possibility of being denied boarding involuntarily and of the amount of compensation to which he/she would have been entitled in that event. The request for volunteers and the selection of such person to be denied space will be in a manner determined solely by B6.
  - 2. Boarding Priorities - If a flight is Oversold, no one may be denied boarding against his/her until B6 or other carrier personnel first ask for volunteers who will give up their reservations willingly in exchange for compensation as determined by B6. If there are not enough volunteers, other Passengers may be denied boarding involuntarily in accordance with B6's boarding priority:
    - a. Passengers who are Qualified Individuals with Disabilities and their Service Animal or travel assistant, unaccompanied minors under the age of 18 years, or minors between the ages of 5 to 14 years who use the unaccompanied minor service, and for Canada departures only, families traveling together, will be the last to be involuntarily denied boarding if it is determined by B6 that such denial would constitute a hardship.
    - b. The priority of all other confirmed passengers may be determined based on a passenger's fare class, itinerary, status of frequent flyer program membership, whether the passenger purchased the ticket under select B6 corporate travel agreements, and the time in which the passenger presents him/herself for check-in without advanced seat assignment.

3. Transportation for Passengers Denied Boarding - When B6 is unable to provide previously confirmed space due to an Oversold flight, B6 will provide transportation to such Passengers who have been denied boarding whether voluntarily or involuntarily in accordance with the provisions below.
  - a. B6 will transport the Passenger on its own flight to the Destination without Stopover on its next flight on which space is available at no additional cost to the Passenger, regardless of class of service.
  - b. If space is available on another Carrier's flight regardless of class of service, such flights may be used upon JetBlue's sole discretion and the Passenger's request at no additional cost to the Passenger only if such flight provides an earlier arrival than the B6 flight offered in 3) a) above.
4. Compensation for Passengers Denied Boarding Involuntarily
  - a. For passengers traveling in interstate transportation between points within the JetBlue States, subject to the exceptions in section d) below, B6 shall pay compensation to Passengers denied boarding involuntarily from an Oversold Flight at the rate of 200% of the fare to the Passenger's first Stopover or, if none, Destination, with a maximum of 775 USD if B6 offers Alternate Transportation that, at the time the arrangement is made, is planned to arrive at the Passenger's Destination or first Stopover more than one hour but less than two hours after the planned arrival time of the Passenger's original flight. If B6 offers Alternate Transportation that, at the time the arrangement is made, is planned to arrive at the Passenger's Destination or first Stopover more than two hours after the planned arrival time of the Passenger's original flight, B6 shall pay compensation to Passengers denied boarding involuntarily from an Oversold Flight at the rate of 400% of the fare to the Passenger's first Stopover or, if none, Destination with a maximum of 1550 USD.
  - b. For passengers traveling from the JetBlue States to a foreign point, subject to the exceptions in section d) below, B6 shall pay compensation to Passengers denied boarding involuntarily from an Oversold Flight originating at a U.S. airport at the rate of 200% of the fare to the Passenger's first Stopover or, if none, Destination, with a maximum of 775 USD if B6 offers Alternate Transportation that, at the time the arrangement is made, is planned to arrive at the Passenger's Destination or first Stopover more than one hour but less than four hours after the planned arrival time of the Passenger's original flight. If B6 offers Alternate Transportation that, at the time the arrangement is made, is planned to arrive at the Passenger's Destination or first Stopover more than four hours after the planned arrival time of the Passenger's original flight, B6 shall pay compensation to Passengers denied boarding involuntarily from an Oversold Flight at the rate of 400% of the fare to the Passenger's first Stopover or, if none, Destination with a maximum of 1550 USD.
  - c. For passengers traveling from Canada to a foreign point, subject to the exceptions in section d) below, B6 shall pay compensation to Passengers denied boarding involuntarily from an Oversold Flight originating at a Canadian airport as follows: 900 CAD if the passenger reaches his final destination within six hours of the time stated on the original ticket; 1800 CAD if the passenger reaches his final destination between six and nine hours of the time stated on the original ticket; and 2400 CAD if the passenger reaches his final destination more than nine hours after the time stated on the original ticket.
  - d. EXCEPTIONS: A Passenger denied boarding involuntarily from an Oversold Flight shall not be eligible for denied boarding compensation if:
    - i. The flight is cancelled;
    - ii. The Passenger holding a Ticket for confirmed reserved space does not comply fully with the requirements in this Contract of Carriage

- Requirements regarding ticketing, check-in, reconfirmation procedures, and acceptance for transportation;
- iii. The flight for which the Passenger holds confirmed reserved space is unable to accommodate the Passenger because of substitution of equipment of lesser capacity when required by operational or safety reasons or, on an aircraft with a designed passenger capacity of 60 or fewer seats, the flight for which the passenger holds confirmed reserved space is unable to accommodate that passenger due to weight/balance restrictions when required by operational or safety reasons;
  - iv. The Passenger is offered accommodations or is seated in a section of the aircraft other than that specified on his/her ticket at no extra charge. Provided, if a Passenger is seated in a section for which a lower fare applies, the Passenger will be entitled to a refund applicable to the difference in fares;
  - v. The Passenger is accommodated on Alternate Transportation at no extra cost, which at the time such arrangements are made, is planned to arrive at the airport of the Passenger's next Stopover, (if any), or at the Destination, not later than 60 minutes after the planned arrival time of the flight on which the Passenger held confirmed reserved space;
  - vi. The Passenger is an employee of B6 or of another Carrier or other person traveling without a confirmed reserved space; or
  - vii. The Passenger does not present him/herself at the loading gate for boarding at least 15 minutes prior to scheduled domestic departures, and 30 minutes prior to scheduled international departures. See Rule 5 D) for additional information regarding boarding cut-off times.
5. Payment Time and Form for Passengers Traveling Between Points within the JetBlue States or from the JetBlue States to a Foreign Point
    - a. Compensation in the form of check will be made by B6 on the day and at the place where the failure to provide confirmed reserved space occurs, and if accepted by the Passenger, the Passenger will provide a signed receipt to B6. However, when B6 has arranged, for the Passenger's convenience, Alternate Transportation that departs before the compensation to the Passenger under this provision can be prepared and given to the Passenger, the compensation shall be sent by mail or other means to the Passenger within 24 hours thereafter.
    - b. B6 may offer free or reduced rate air transportation in lieu of a check payment due under this Rule, if the value of the transportation credit offered is equal to or greater than the monetary compensation otherwise due and B6 informs the Passenger of the amount and that the Passenger may decline the transportation benefit and receive the monetary compensation.
  6. Payment Time and Form for Passengers departing Canada
    - a. Compensation will be issued no later than either before the next scheduled departure time for the Passenger or within 48 hours after the Passenger has been denied boarding.
    - b. Compensation may be paid in form of cash, prepaid card, EFT, bank check or, with the Passenger's written agreement, a travel voucher.
  7. Limitation of Liability - If B6's offer of compensation pursuant to the above provisions is accepted by the Passenger, such payment will constitute full compensation for all actual or anticipatory damages incurred or to be incurred by the Passenger as a result of B6's failure to provide the Passenger with confirmed reserved space. If B6's offer of compensation pursuant to the above provisions is not accepted, B6's liability is limited to actual damages proved not to exceed 1350 USD per Ticketed Passenger as a result of B6's failure to provide the Passenger with confirmed reserved space. Passenger will be responsible for providing

documentation of all actual damages claimed. B6 shall not be liable for any punitive, consequential or special damages arising out of or in connection with B6's failure to provide the Passenger with confirmed reserved space.

- B. Denied Boarding Non-U.S.A./Canada Flight Origin - Where there is an Oversold B6 flight that originates outside the U.S.A. or Canada, no compensation will be provided except where required by local or international laws regulating Oversold flights.

## Rule 26 Rerouting

- A. Rerouting Eligibility - Unless the fare purchased otherwise indicates, B6 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, charges, and fare differentials.
- B. Fare Applicable to Rerouting or Change in Destination
  - 1. Passengers may change the routing and/or the ultimate destination designated on his/her Ticket in accordance with paragraph 2 below 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.
  - 2. Except as otherwise provided in Rule 25, the fare and charges applicable to any changes in itinerary, class of service, or change in ultimate destination made at the Passenger's request at an office of B6 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 and charges so applicable to the original Ticket issued to the Passenger will be either collected from or refunded to the Passenger, as the case may be. Basic Economy tickets, even if unused, have no residual value and cannot be applied towards the purchase of future travel.
- C. Fare Applicable to Upgrading Class of Service While in Flight
  - 1. When a Passenger moves from one compartment to another compartment of a combination compartment aircraft while in flight, an additional collection will be made in an amount equal to the difference between:
    - a. The one-way fare from Passenger's point of origin on such flight to the last scheduled stop prior to the Passenger's change in compartment, applicable to the class of service used, plus the one-way fare from such stop to the Passenger's destination on such flight, applicable to transportation in the compartment to which the Passenger is moving, and
    - b. The fare paid for transportation from the Passenger's origin to destination on such flight. When the amount described in a) above is less than the amount in b) above, no additional payment will be required. EXCEPTION: Passengers traveling at a Round-Trip fare or any fare not having a one-way value, may upgrade all or any portion of their itinerary only upon payment of the full normal fare for the total itinerary.
    - c. The passenger expressly authorizes B6 to collect any additional applicable charges from the passenger arising out of a passenger occupying a class of service which is different than the class reflected on the passenger's boarding pass.
  - 2. The acceptance of such Passenger in the compartment to which he/she is moving for travel beyond the next scheduled stopping point in the flight will be subject to the availability of space. Discounts, other than for children, will not apply.

## Rule 28 Additional Liability Limitations

For the purposes of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated by reference herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

- A. The Carrier shall be liable under Article 17 of the Warsaw Convention or Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:
1. The Carrier shall not be able to exclude or limit its liability for damages not exceeding 128,821 Special Drawing Rights for each passenger.
  2. The Carrier shall not be liable for damages to the extent that they exceed 128,821 Special Drawing Rights for each passenger if the Carrier proves that:
    - a. such damage was not due to the negligence or other wrongful act or omission of the Carrier or its servants or agents; or
    - b. such damage was solely due to the negligence or other wrongful act or omission of a third party.
  3. The Carrier reserves all other defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Articles 20 and 22(1) of the Warsaw Convention in a manner inconsistent with paragraphs (1) and (2) hereof.
  4. With respect to third parties, the Carrier reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.
  5. The Carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the passenger.
- B. In cases of bodily injury or death, the Carrier shall make an advance payment where the Carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:
1. Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the Carrier shall, without delay, make the advance payment to the passenger in an amount or amounts determined by the Carrier in its sole discretion. In the event of death of a passenger, the amount of the advance payment shall not be less than 16,000 Special Drawing Rights, which shall be paid to a representative of the passenger's next of kin eligible to receive such advance payment as determined by the Carrier in its sole discretion.
  2. The Carrier shall make the advance payment as an advance against the Carrier's liability under the Warsaw Convention, or the Montreal Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.
  3. The Carrier, in making an advance payment, does not waive any rights, defenses, or limitations available under the Warsaw Convention, or the Montreal Convention, whichever may apply, to any claim, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.
  4. The Carrier, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be a voluntary contribution or contractB6l payment on the part of the Carrier.
  5. The Carrier may recover an advance payment from any person where it is proven that the Carrier is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.
- C. The Carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:
1. The Carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.
  2. Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may

apply, in addition to any limitation or defense recognized by a Court with proper jurisdiction over a claim.

3. The Carrier reserves all defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention. Under the Montreal Convention, the liability of the Carrier for damage caused by delay is limited to 5,346 SDR per passenger. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22 (5) of the Montreal Convention, whichever may apply.
- D. The Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:
1. Except as provided below, the liability of the Carrier is limited to 1,288 Special Drawing Rights for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply. Unless the passenger proves otherwise:
    - a. any baggage checked by a passenger shall be considered to be the property of that passenger;
    - b. a particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one passenger; and
    - c. unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.
  2. If a passenger makes, at the time checked baggage is handed to the Carrier, a special declaration of interest and has paid a supplementary sum, if applicable, the Carrier will be liable for destruction, loss, damage, or delay of such checked baggage in an amount not exceeding the declared amount, unless the Carrier proves that the declared amount is greater than the passenger's actual interest in delivery at destination. The declared amount, and the Carrier's liability, shall not exceed the total amount of declaration permissible under the Carrier's regulations, inclusive of the limitation of paragraph D (1) hereof. In the case of transportation under the Warsaw Convention, no supplementary sum shall apply unless the declared amount exceeds 19 Special Drawing Rights per kilogram of the total recorded weight of the checked baggage at the time the baggage is handed to the Carrier. Nevertheless, the Carrier may impose charges for pieces of baggage in excess of any free allowance the Carrier may provide.
  3. For purposes of determining liability with respect to lost, damaged or destroyed baggage under the Warsaw Convention, the weight of each piece of such baggage shall be deemed to be the maximum allowable weight for each piece of such baggage under the applicable restrictions, unless the actual weight is stated on the Baggage Check.
  4. In the event of delivery to the Passenger of part but not all of the Passenger's Checked Baggage, or in the event of damage to part but not all of such Baggage, the liability of B6 with respect to the undelivered or damaged portion under the Warsaw Convention shall be reduced proportionately on the basis of weight, regardless of the value of any part of the Baggage or contents thereof.
  5. In the case of unchecked baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents. The Carrier is not liable for baggage carried in the passenger compartment of the aircraft and remaining in the personal possession of the passenger. NOTE: Assistance provided by crewmembers to properly store such items does not transfer liability to the Carrier.
  6. The Carrier is liable for damage sustained in case of destruction or loss of checked baggage upon condition only that the event which caused the destruction or loss took place on board the aircraft or during any period within which the checked baggage was in the charge of the Carrier. However, the Carrier is not liable if and

to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. Further, the Carrier's liability for the destruction, loss, damage or delay of baggage is subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition to any limitation or defense recognized by a Court with proper jurisdiction over a claim.

7. The Carrier reserves all defenses and limitations available under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims including, but not limited to, the defense of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Article 22(2) and (3) of the Warsaw Convention in a manner inconsistent with paragraph (1) hereof. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22 (5) of the Montreal Convention, whichever may apply.
- E. Under the Warsaw Convention and the Montreal Convention, whichever may apply, an action for damages must be brought within two years, and a complaint must be made to the carrier within seven calendar days in the case of damage to baggage, and 21 calendar days in the case of delay thereof. For baggage claims, reimbursement for any expenses will be based upon proof of claim acceptable to B6.

For purposes of all other carriage (including Domestic Carriage) not governed by the Montreal Convention or other applicable international law (unless specifically noted below), the following liability limitations and other exclusions apply:

- F. B6 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 B6, unless such damage is proven to have been caused by the sole negligence or willful misconduct of B6 and there has been no contributory negligence on the part of the Passenger.
- G. B6 shall not be liable for any damage arising out of B6'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 B6 regarding such laws, regulations, orders, rules, requirements or security directives. See also Rule 19.
- H. B6 shall not be liable for any punitive, consequential or special damages arising out of or in connection with carriage or other services performed by B6, whether or not B6 had knowledge that such damage might be incurred.
- I. Any limitations or exclusions of liability of B6 shall apply to and be for the benefit of B6's agents, employees, vendors and representatives acting within the scope of their employment and also to any person whose aircraft is used by B6 and its agents, employees or representatives acting within the scope of their employment.
- J. Nothing herein shall be deemed to affect the rights and liability of B6 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.
- K. Additional Baggage Liability Limitations and Exclusions:
  1. If all of the Passenger's Ticketed segments are for carriage within the U.S.A., the following 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 3,800 per Ticketed Passenger. Passenger will be responsible for documenting and proving the actual value of the loss. For baggage claims, reimbursement for any expenses will be based upon proof of claim acceptable to B6.

- b. When transportation is over the lines of B6 and one or more carriers with a liability limitation exceeding USD 3,800 for each fare-paying Passenger and responsibility for loss, damage, or delay in the delivery of baggage cannot be determined, the liability limitation of USD 3,800 for each fare-paying Passenger will be applied to all carriers. When transportation is via B6 and one or more carriers, which exclude certain items in checked baggage from liability, B6 will not be liable for the excluded items.
  - c. B6 assumes no responsibility or liability for Baggage or other items carried in the Passenger compartment of the aircraft or that a Passenger may leave at airports.
  - d. In the case of loss of, damage to or delay in delivery of a Passenger's personal property, including Baggage, a preliminary notice of claim must be submitted to B6 by the Passenger within twenty-four hours after 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 B6's discretion), no action shall lie against B6.
  - e. After preliminary notice of claim to B6 by the Passenger, the Passenger must obtain a written claim form from B6.
  - f. The completed written claim form pertaining to the claimed loss of, damage to or delay in delivery of a Passenger's personal property, including Baggage must be received by B6's System Tracing Center from the Passenger within 45 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 B6's discretion), no action shall lie against B6. No employee, agent or representative of B6 can bind B6 legally by reason of any statements relating to the baggage claims process or any other information, it is the Passenger's responsibility to follow the claims process in this Rule.
  - g. Any baggage checked by a passenger shall be considered to be the property of that passenger.
2. Wheelchairs and Other Assistive Devices
- a. With respect to Domestic Carriage and carriage to/from Canada only, carrier baggage liability limits do not apply to claims for loss, damage or delay concerning wheelchairs or other assistive devices. The notice and claim requirements, however, do apply.
  - b. In the case of a lost, damaged, or destroyed wheelchair or other assistive device, the Passenger must file a preliminary notice of claim with the Carrier at the airport immediately upon arrival. If the Passenger is unable to file a report upon arrival, they must contact the JetBlue Assistive Device Desk at 1-866-261-2395 (toll free within the U.S. and Canada) or 281-553-2395 (worldwide) or email [AssistedDevice@JetBlue.com](mailto:AssistedDevice@JetBlue.com) within 24 hours of arrival for Domestic Carriage and within seven calendar days of arrival for carriage to/from Canada.
  - c. The Passenger must then complete a written claim form from B6 within the time limitations defined in Rule 28 K) 2) b) above or under Rule 28 E), if applicable, and provide documentary proof of loss or damage such as the baggage incident report number, the passenger's itinerary, baggage tag, evidence of purchase, model, serial number and type of the wheelchair or other assistive device, and any other information that may be requested by the Carrier to verify the facts alleged and to assess the credibility of the claim. If a wheelchair or other assistive device can be returned to the Passenger in the condition in which it was received by making reasonable repairs, B6 may, at the Passenger's request, make the repairs.
  - d. B6 has the right to inspect and document any pre-existing damage prior to acceptance of wheelchairs or other assistive devices as Checked Baggage. B6 reserves the right to refuse to transport large wheelchairs or



other assistive devices that, due to the physical size of an aircraft compartment, cannot be carried upright safely without risk of serious damage to the wheelchair, or that would cause a load imbalance in a small baggage compartment and violate weight and balance safety requirements. In such case, B6 will use reasonable efforts to assist the Passenger in identifying a flight using an aircraft that can accommodate the wheelchair.

3. EXCLUSIONS: B6 shall not be liable for the loss of, damage to or delay in delivery of any of the following:
  - a. Antiques, artifacts, collectibles, religious items;
  - b. Antlers;
  - 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 with protruding straps and buckles;
  - d. Business equipment and business samples;
  - e. Portable multimedia players including, but not limited to, CD, DVD or MP3 players;
  - 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 B6, 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. Flowers and plants;
  - m. Garment bags not designed for travel;
  - n. Irreplaceable items;
  - o. Items made of paper (e.g., advertising displays, blueprints, maps, manuscripts, business/personal documents, historical documents, photos, books, negotiable papers, securities, etc.);
  - p. Jewelry;
  - q. Keys;
  - r. Liquids, perfumes, alcohol/liquor, jerkins, ZAM ZAM water;
  - s. Medicines and medical equipment (not used as assistive devices pursuant to 14 CFR 382.3);
  - t. Money, gift cards and gift certificates;
  - u. Musical instruments-Guitars, violins, violas, cellos, organs, harps, drums;
  - v. Natural fur products;
  - w. Perishable items such as medicine, flowers, and food (e.g., fruits and vegetables, cheese, fresh or frozen meat or poultry, seafood, baked goods, dry ice, and tobacco);
  - x. Photographic/cinematographic/audio/video equipment, cameras and related items;
  - y. Precious metals/stones;
  - z. Tools, battery powered hand tools, tool boxes/containers, automotive towbars;
  - aa. Totally unprotected items such as tennis racquets and umbrellas, either individually checked or tied/strapped to the outside of luggage;
  - bb. Recreational and sporting goods, including but not limited to, archery equipment, baseball equipment, boogie/kite/skim/speed/skate boards, bicycles, bowling equipment, camping equipment, fencing equipment, golfing equipment, gymnastic equipment, hockey/lacrosse sticks, javelins,

oars, paintball equipment, parachutes and parasails, pool cues, skating equipment, tennis equipment, water skiing/snow skiing/snowboards/wakeboards, hang gliding equipment, kayaks/canoes, personal human transporters, fishing rods, sculls, surfboards, windsurfing sailboards, scuba diving masks and pressure gauges, copes, and sporting trophies.

- cc. Silverware, knives, swords;
  - dd. Strollers, folding wagons, bassinets, and infant carrying seats;
  - ee. Watches (Timepieces);
  - ff. Works of art such as paintings or sculptures; or
  - gg. Any other similar valuable property or irreplaceable property included in the Passenger's Checked or Carry-on Baggage with or without the knowledge of B6.
4. Assistance rendered to the Passenger by B6's employees and/or agents in loading, unloading, or storing unchecked, Carry-On Baggage or Cabin Baggage shall be considered as gratuitous service to the Passenger for which B6 shall not be liable.
5. B6's liability for Baggage is also limited in all of the following respects:
- a. B6 shall not be liable for Baggage not claimed by Passenger immediately upon arrival.
  - b. B6 shall not be liable for damage caused by a Passenger's property, whether such damage is to the Passenger's own property or to other's property.
  - c. B6 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 B6, if the Baggage is not acceptable for transportation as Checked Baggage by B6.
  - d. 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. B6 will not be liable for loss or expense due to the Passenger's failure to comply with this provision, and B6 will not be responsible if any animal is refused passage into or through any country, state or territory. (See Rule 23.)
  - e. B6 shall not be liable for any Baggage that has pre-existing damage, or for which B6 has received a signed release form from the Passenger.
  - f. B6 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.
  - g. B6 shall not be liable for loss of or damage to protruding parts such as wheels, feet, external pockets, pull and extending handles, hanger hooks, external locks, pull straps and security straps if this loss or damage occurred as a result of normal wear and tear.
  - h. B6 shall not be liable for loss of or damage to articles due to a manufacturer's defect or due to overpacked Baggage, or for the destruction, loss or damage that results from an inherent defect, quality or vice of the Baggage.
  - i. B6 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.
  - j. B6 shall not be liable for damage caused by improperly packed Checked Baggage or Carry-on Baggage.
  - k. B6 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.
  - l. B6 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 B6 or such employee's family or friends traveling on a non-revenue Ticket.

EXCEPTION: If the other airline has a ZED agreement with B6, B6 will comply with its terms regarding loss of, damage to or delay in delivery of any Checked Baggage of an employee of another airline or such employee's family or friends traveling on a non-revenue Ticket.

- m. B6 will not be liable for delivery or interim expenses incurred by the Passenger with delayed baggage if Passenger fails to meet the check-in time requirements set out in Rule 5 D.
  - n. B6 is not liable for loss, damage, or delay of a Passenger's Checked Baggage, Carry-on Baggage, wheelchair or other assistive device, or any personal item that may result from a security search of such items conducted by an agent of any local, state, or federal agency, or from confiscation by an agent of any local, state, or federal agency.
6. Services of Other Carriers
- a. B6's liability for damage, if any, shall be limited to occurrences on its own flights.
  - b. A carrier issuing a ticket or checking baggage for carriage over the lines of others (e.g., a carrier providing Interline Transportation) does so only as agent and is not liable for actions on the part of the operating carrier.
  - c. B6 shall not be liable for the death or injury of a Passenger not occurring on its own operated flights.

Rule 27-28 Deleted

#### Rule 29 **Customer Service Complaints**

Customer compliments and complaints may be made by email or mail to the following:

- Website address:  
[www.JetBlue.com/en/us/customercare](http://www.JetBlue.com/en/us/customercare)
- Mailing address: as on top of letter head

If a third-party submits a complaint on behalf of a customer, the third party must provide evidence along with the complaint that it has the authority to act on the customer's behalf. Evidence of authorization shall include a signed letter from the customer or an executed power of attorney authorizing the third party to act on behalf of the customer. Third-parties must submit this evidence of authorization along with the complaint. JetBlue will not reply if evidence of third-party authorization is not provided or if JetBlue determines in its sole discretion that the evidence is incomplete or insufficient.

#### Rule 30 **Consent to use of Personal Data**

Upon booking a ticket for transportation, purchasing other services, or participating in any B6 program or service such as MileagePlus or the JetBlue Club, you hereby authorize B6 and its affiliates and authorized agents to (i) collect, process, retain and use, and (ii) transfer to third parties, including, but not limited to, subcontractors, agents, affiliates, marketing partners, other carriers, and government agencies, for their use, processing and retention, any and all personal data you provide when B6 believes in good faith that it is in the interests of aviation security or that disclosure is otherwise necessary or advisable or as B6 deems necessary to carry out any and all business purposes related to the program or services being requested and/or in the promotion of other information, goods, and services that may be of interest to you, including, but not limited to, the following purposes: making a reservation; purchasing a ticket; purchasing cargo services; participating in MileagePlus services; obtaining ancillary services, including accommodating special service requests; accounting, billing and auditing; checking credit or other payment

mechanisms; operating frequent flyer programs; systems testing, maintenance and development; customer relations; sales and marketing; promotions for B6 and/ or its affiliates goods and services and third party goods and services; statistical analysis; developing and tailoring current and future services; facilitating travel, including obtaining immigration, security, and customs clearance; complying with applicable laws, regulations, government requests, law enforcement requests, and/or valid court orders; providing data to third parties or governmental or law enforcement agencies to comply with, or assist in the development of, security, safety, or health 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 B6 and/or its affiliates.

If a passenger wants to learn more about B6's Privacy Policy, it may be viewed at [www.JetBlue.com](http://www.JetBlue.com). This policy is merely a statement of administrative protocol; it is not a contract, nor is it made, or intended to be made, a part of this Contract of Carriage, nor does it create any contractB6l or legal rights.

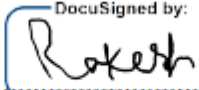
#### Consent I.

JetBlue provides Just Aviation Limited fares( Nego, IT, Pub & Cruise). The Agent consents to JetBlue sharing data & follow guidelines from time to time, which directly links to the Agent's bookings with JetBlu. This Agreement shall continue indefinitely subject to the following rights of termination:

- a. Either party has the right to terminate this Agreement at any time by giving notice of one month to the other.
- b. Either party may terminate this Agreement immediately on giving notice to the other party if the other party fails to perform or commits a breach of this Agreement, the Ts and Cs or commercial terms existing between the Parties from time to time.
- c. This Agreement shall terminate immediately without notice if either party, suspends or ceases trading or indicates that it intends to cease trading for reason of loss of the relevant trading license or legal status or becomes unable to pay its debts as they fall due or has a receiver or liquidator appointed.

Each party undertakes to the other that it will not, without the prior written consent of the other party, disclose Confidential Information disclosed to it by the other party pursuant to or ancillary to this Agreement, to any third party, unless the disclosing party can show that it is in the public domain (otherwise than as a result of the breach of this clause); already in its possession prior to disclosure by the other party; or required to be disclosed by law. Any notice given under this Agreement must be given in writing and sent by e-mail (with an acknowledgement of receipt) or pre-paid first class recorded delivery post or delivered by hand to the other party's registered or principle office. 10. This Agreement is governed by the laws of USA . The parties agree to submit to the exclusive jurisdiction of the Courts of United States of America.

Signed by an authorized representative on behalf of Just Aviation Limited

DocuSigned by:  
  
Signature: .....7D02ED14A5A34747.....

Date : 10 Sep 2023