



CONTRACT OF CARRIAGE

Transportation by Hyannis Air Service, Inc. d/b/a Cape Air/Nantucket Airlines ("Cape Air") is subject to the terms and conditions contained in this Contract of Carriage, in addition to any terms and conditions printed on or in any ticket, ticket jacket, web site or ticket 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, web site or ticket receipt, this Contract governs. By purchasing a ticket or accepting transportation, each Passenger agrees to be bound thereby. A copy of this contract may be obtained from any Cape Air airport ticket counter or city ticket office, through calling the central reservations office at 1-800-CAPEAIR (227-3247) or (508) 771-6944 (outside the US and USVI), by accessing our web site at www.capeair.com or by contacting Cape Air at 660 Barnstable Road, Hyannis, MA 02601 (Attn: Customer Care).

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1. Definitions

- a. **ATPCO:** Airline Tariff Publishing Company, Inc. where fares and fare rules for all Cape Air fares are published.
- b. **Baggage:** Personal property of a Customer as is necessary or appropriate for the wear, use or convenience of the Customer in connection with the trip.
- c. **Cape Air:** Trade name of Hyannis Air Service, Inc. under which the company does business. Also known by the Cape Air IATA designator "9K".
- d. **Carry-on Baggage ("carry-on"):** Any article or other Customer property that is carried on an aircraft by a ticketed Passenger.

- e. **Carry-out Item:** Any small article or other Customer property that is carried to the aircraft by the Customer and stowed by a Cape Air agent into the designated baggage compartments prior to boarding, or carried on the Customer's person. Personal items (e.g. small purse, briefcase, and laptop), typically carry-on items on most carriers, are carry-out items on Cape Air due to the lack of FAA-approved storage space onboard our aircraft.
- f. **Checked Baggage:** Any article or other Customer property (excluding Gate Checked Baggage) that is taken into the custody of and accepted by Cape Air for transport
- g. **Codeshare:** An agreement between airlines where a partner air carrier places its two letter designator code on flights operated by Cape Air (9K) to facilitate interline travel. In this situation, the flight may be marketed under a trade name owned by the partner air carrier but all such marketing will clearly disclose to the Customer that the flight is operated by Cape Air. Cape Air's codeshare relationships include Cape Air flights sold as "American Airlines" under the "AA" code, Cape Air flights sold as "JetBlue" under the "B6" code, and Cape Air flights sold as "United Airlines" under the "UA" code.
- h. **CRS:** Child safety restraint system, such as an infant- or child-safety seat.
- i. **Customer or Passenger:** Any person holding a confirmed reservation for travel with the consent of Cape Air.
- j. **Domestic Carriage:** Any carriage other than that specifically defined as International Carriage.
- k. **Excess Baggage:** Any checked bag, gate checked bag or personal item that causes a Passenger to exceed the Standard Bag Allowance (as defined in that Section) in number, size and/or weight, but which is not overweight/oversized.
- l. **Excess Bag Fees:** Fees which apply to Excess Baggage. Examples are fees for 2nd checked bag or fees for a 1st checked bag that is between 51 and 70 lbs.
- m. **FAA:** Federal Aviation Administration.
- n. **Flight Coupon:** A portion of the ticket that indicates travel points between which the coupon is valid for Passenger carriage.
- o. **Force Majeure Event.** This term includes -
 1. Any condition beyond Cape Air's control (including but without limitation, meteorological conditions, acts of God, airport traffic congestion and delays, riots, embargoes, hostilities, or unsettled international conditions whether actual, threatened or reported) or because of delay, demand, circumstances or requirements due, directly or indirectly, to such condition.
 2. Any labor dispute affecting Cape Air's service
 3. Any government regulation, demand or requirement
 4. Any shortage of labor, fuel or facilities of Cape Air or others; or
 5. Any other fact not reasonably foreseen, anticipated, or predicted by Cape Air.
- p. **Gate Checked Baggage:** Baggage, small enough to be cleared through airport security screening, which is brought to the departure gate by the Customer and then taken into the custody of and accepted by Cape Air for transport.
- q. **IATA: International Air Transport Association**
- r. **Interline:** Travel utilizing the services of one or more air carriers where the carriers agree to accept each other's tickets and/or baggage. A codeshare agreement is a specific type of interline travel and is included in this definition. Cape Air has interline agreements with Alaska Airlines (AS), American Airlines (AA), Delta Airlines (DL), Hahn Airlines (HR), JetBlue Airways (B6), and United Airlines (UA). Cape Air has codeshare agreements with American Airlines (AA), JetBlue Airways (B6), and United Airlines (UA).
- s. **International Carriage:** Any carriage in which, according to the Contract of Carriage, the place of departure and the place of destination, whether or not there is a break in the carriage, are *not* both situated within the United States; or, they *are* situated within the United States, but there is an agreed stopover outside the United States.
- t. **ICAO:** International Civil Aviation Organization
- u. **Itinerary:** Route of a Customer's journey
- v. **LEO: Law Enforcement Officer**

- w. **Mass Relay:** A service designed for people with hearing loss and/or speech disabilities that live or work in Massachusetts and use a text based device for phone conversations or want to communicate with someone who does. Telecommunications Relay is provided by each State in compliance with the Americans with Disabilities Act (1990). Relay provides people with easy and convenient access to telephone service through professionally trained Relay Operators.
- x. **Montreal Convention:** The Convention for the unification of certain rules for International Carriage by air. Generally, an airline itinerary covered by the Montreal Convention must be: International carriage on or after November 4, 2003 AND (1) a roundtrip journey from a country that has ratified Montreal, OR (2) a one-way journey in which both the country of origin and the country of destination have ratified Montreal.
- y. **Nantucket Airlines:** Trade name of Hyannis Air Service, Inc. under which the company does business, herein referred to as "Cape Air" for purposes of this contract of carriage.
- z. **Non-Ambulatory Passenger:** Passengers who are unable to walk or move without the support of another person, but who are otherwise capable of caring for themselves without assistance throughout the flight are non-ambulatory. A Passenger who uses a wheelchair for convenience is not considered non-ambulatory nor is a child or infant merely because of that child's age. If a Passenger can move himself/herself from his/her seat to the nearest emergency exit and ascend and descend the aircraft stairs without the aid of another person, the Passenger is not considered to be non-ambulatory, regardless of the degree of impairment.
- aa. **No-Show:** When a Passenger fails to honor a segment of his or her travel and fails to contact Cape Air in advance of departure time to inform Cape Air that he or she will not be on the flight.
- bb. **On-line:** Air transportation wholly on the same air carrier
- cc. **Pet:** The usual connotation of live domestic animal companion
- dd. **Oversold Flight:** A flight where there are more Passengers holding valid confirmed reservations than seats available (excluding seats reserved or held for crewmembers or other on-duty Cape Air personnel performing company-required duties).
- ee. **Qualified Individual with a Disability:** Any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, pursuant to 14 CFR 382.5.
- ff. **Schedule Change:** A planned change in advance of the departure date that does not arise from a unique event such as a Schedule Irregularity or Force Majeure Event.
- gg. **Schedule Irregularity:** This term includes -
 1. Delay in a scheduled departure or arrival of a Cape Air flight, including delays which result in a misconnection;
 2. Flight cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a Cape Air flight which may or may not result in a misconnection;
 3. Substitution of aircraft type; or
 4. Schedule changes that require re-routing of the Customer at departure time, because prior notice of such schedule change had not been given to the Customer prior to the Customer's arrival at the airport for check-in on the original flight.
 5. Schedule irregularity does *not* include Force Majeure events as defined herein.
- hh. **Service Animal:** Any guide dog, signal dog, or other animal trained to provide necessary assistance to a Qualified Individual with a Disability, or a trained animal accompanied by its handler that assists law enforcement officers in the search of contraband, explosives or other items, or which provides assistance with rescue efforts. This definition includes those service animals which are required for emotional support, or psychiatric service animals.
- ii. **Smart Bags (or Smart Luggage):** A Smart Bag is any checked, gate-checked, or carry-out bag or personal item which contains one or more lithium batteries and may include one or more of the following features:

1. Lithium ion battery and motor allowing it to be used as a personal transportation device which does not meet the criteria of a mobility device.
 2. Lithium ion battery power bank that allows charging of other electronic devices,
 3. GPS tracking devices,
 4. Bluetooth, RFID and Wi-Fi capability
 5. Electronic baggage tags,
 6. Electronic locks
 7. Lithium ion battery, motor and tracking devices (GPS) allowing the bag to self-propel.
- jj. Special Drawing Right ("SDR"):** A unit of currency, the value of which fluctuates and is recalculated each banking day. These values are known to most commercial banks and reported in some newspapers. This unit is sometimes used for International standards.
- kk. Reroute:** To honor a ticket, or reissue a ticket for a different routing than originally shown on the ticket
- ll. Routing:** The carrier(s) and/or the cities and/or class of service via which transportation is provided between two points
- mm. Ticket:** The record of agreement, including paper and electronic ticket forms ("E-ticket") and ticketless itinerary forms, for the carrier(s) to provide transportation and related services under certain terms and conditions to the Customer named on such record and in accordance with applicable governing tariffs and regulations.
- nn. United States:** The area comprised of the 48 contiguous states, the District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, Midway, and Wake Islands.
- oo. Warsaw Convention:** The Convention for the unification of certain rules for International Carriage by air. Warsaw applies for International Carriage not covered by the Montreal Convention.

2. Applicability

- a. **General.** The following terms and conditions apply to all transportation provided by Cape Air and apply whether or not a ticket for such transportation was sold by Cape Air or its authorized agents. By purchasing a ticket or accepting transportation, the Customer agrees to be bound thereby. There are no third party beneficiaries to this contract. Transportation is subject to the contract of carriage and charges in effect on the date on which the ticket is issued. Applicable rules may also be found within the tariffs filed by Cape Air in accordance with certain government regulations.
- b. **Airline Partners.** This contract of carriage applies for transportation only on Cape Air. Under arrangements with Cape Air, independent carriers may provide Interline transportation and/or Codeshare services. These independent carriers may have different terms and conditions of carriage which will apply for travel on these carriers and you may obtain the terms through contact with these independent carriers. See the section entitled Interline, Codeshare and Other Airline Partners for more regarding the application of these rules in partner situations.

When Cape Air undertakes to issue a ticket or boarding pass, check baggage or make other arrangements for transportation over the lines of any other carrier, Cape Air acts only as agent for the other carrier and assumes no responsibility for the acts or omissions of such other carrier.

- c. **Cape Air, Nantucket Airlines and Other Trade Names.** Unless as otherwise provided herein, regardless of the trade name or airline code used for such flights, this contract applies for all commercial flights operated by Hyannis Air Service, Inc.

- d. *Applicable Laws.*** This Contract of Carriage is subject to applicable treaties, laws, regulations, rules, and security directives imposed by government agencies. In the event of a conflict, mandates of governmental authorities will prevail.
- e. *International Carriage.*** Services provided for international carriage are subject to the provisions of the Warsaw or Montreal Conventions, including those relating to the limitation of liability. Any provisions of these rules that are inconsistent with any provision of the applicable Convention shall, to that extent only, be inapplicable to international carriage.
- f. *Limitations in Liability/Damages*** Unless specifically stated otherwise herein or required by law, Cape Air is not liable for any consequential, compensatory, indirect, incidental or punitive damages arising out of or in connection with the performance of its obligations under this contract of carriage.
- g. *Modification of Terms.*** No employee or agent of Cape Air has the authority to modify or waive any provision of this Contract, unless authorized by the CEO, President, Senior Vice President or Vice President of the company.
- h. *Monetary Amounts.*** When included, all monetary amounts, unless otherwise specified, appear in U.S. dollars.
- i. *Severability/Waiver.*** The invalidity of any provision herein by law will not affect the validity of any other provision which will remain in full force and effect. If Cape Air fails to enforce any of the sections of this Contract of Carriage or fails to exercise any election, such failure will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of the Contract of Carriage.
- j. *Headings and Titles.*** Headings and titles used in this document are for convenience and not meant to be used to construe or alter contract terms.

3. Customer Care

The employee-owners of Cape Air strive to provide our Customers with a travel experience that is a cut above the rest. We live by the mantra, MOCHA HAGoTDI, which means Make Our Customers Happy And Have A Good Time Doing It.

Listening to and learning from our Customers is key to our ability to serve well. Whether you have a complaint or a comment, we appreciate your time in giving us the opportunity to understand your needs. We will acknowledge receipt of any complaint from you in writing within 30 days of receiving that communication. Your complaint will be addressed as soon as possible, but no later than 60 days after receipt.

Please feel free to contact our Customer Care office by email to careteam@capeair.com or by mail to Cape Air Customer Care, 660 Barnstable Road, Hyannis, MA 02601.

Complaints and comments about airline service other than safety or security issues may also be registered with DOT's Aviation Consumer Protection Division (ACPD). You may call the ACPD 24 hours a day at 202-366-2220 (TTY 202-366-0511) to record your complaint. Calls are returned Monday through Friday, generally between 7:30 am and 5:00 pm Eastern time. You may send the DOT a letter at Aviation Consumer Protection Division, C-75, U.S. Department of Transportation, 1200 New Jersey Ave, S.E., Washington, D.C. 20590

For deaf or hard of hearing Customers, please be advised that you may contact our Reservations Office through MassRelay (711 within Massachusetts or 1-800-439-2370 TTY/ASCII) or through your own state's relay system.

4. Baggage and Claims

a. **General.** Baggage will be accepted for transportation from ticketed Customers only. Cape Air will not accept baggage whose size, weight or character makes it unsuitable for transportation on the aircraft, or when the property cannot be accommodated without harming or annoying Passengers, as determined by Cape Air. All baggage is subject to inspection. Government safety and security regulations apply to Cape Air's carriage of baggage.

b. **Baggage Allowance.**

1. Standard Bag Allowance. For each ticketed Customer, Cape Air will transport the following. For fees that may apply, please see Baggage Fees, Exemptions and Allowance Applicability:

"1 + 1 + 1 Rule" - 1 checked bag not to exceed 50 lbs. or 62 linear inches (length + width + height = 62") *plus* 1 gate checked bag sufficiently small and lightweight to be cleared through airport security screening not to exceed 45 linear inches (length + width + height = 45") *plus* 1 personal item (e.g. small purse, briefcase, electronic device) not to exceed 36 linear inches (length + width + height = 36"). These aircraft do not contain storage space under the seat or overhead in which to safely stow in-cabin items. Accordingly, personal, or carry-out, items must be carried to the aircraft and stowed by a Cape Air agent into the designated baggage compartments prior to boarding. For travel in the Cessna Caravan Amphibian it is preferred that baggage be soft-sided (fabric or leather) and not rigid. Although "roller boards" are accepted, duffel or gym bags are preferred and improve our ability to carry all baggage on board.

Exception for travel between Hyannis (HYA), Nantucket (ACK), Martha's Vineyard (MVY) and New Bedford (EWB): Up to 3 small bags (or items suitably secure for transport) are accepted in lieu of the 1st checked bag so long as all items, when weighed together, do not exceed the maximum 1st checked bag weight permitted of 50 lbs. The 1st checked bag fee applies, if any, as if these multiple items were one checked bag. Travel must be exclusively between these cities for this rule to apply.

2. Free Carry-out Items. In addition to the Standard Allowance, the following will be transported free of charge:

- a) A wheelchair meeting the requirements of the Company's FAA-approved operating procedures stated under section "Wheelchairs and Other Assistance-Related Devices,
- b) A cane, walking stick, crutches or other assistive devices.
- c) An infant or child-safety seat. For use on-board please see "Wheelchairs and Other Assistance-Related Devices" for requirements.
- d) A stroller and/or diaper bag.
- e) Compliant Portable Oxygen Concentrators or other related devices

3. Child and Infant Baggage Allowance. A child's baggage allowance is the same as that for an adult Passenger. A child traveling as an "infant" as defined by the fares and tariffs is not allocated baggage allowance in addition to that allocated to the accompanying adult Passenger, unless the infant is traveling on a paid full or

discounted ticket (not on a ticket covering solely international taxes) and, in accordance with the rules herein, the partner airline policies apply and include an allowance

4. **Excess Baggage.** For each ticketed Customer, Cape Air will transport, subject to available space and additional fees (see Baggage Fees, Exemptions and Allowance Applicability), up to two (2) additional bags per Passenger (e.g. 2nd and 3rd checked bag), except for Customers traveling on the Cessna Caravan Amphibian where only (1) additional bag (e.g. 2nd checked bag) will be transported according to these terms.

Any checked bag, gate checked bag or personal item that causes a Passenger to exceed the Standard Bag Allowance in number, size and/or weight, but which is not overweight/oversized, is "Excess Baggage". All Excess Baggage is carried on a space available basis and is subject to Excess Bag Fees.

Any bag that is Excess because it exceeds the number of bags permitted as Standard Bag Allowance and/or the weight or size will be subject to cumulative Excess Bag Fees. Additional or different charges may apply when levied by a partner airline through interline, codeshare or other airline partner agreements.

5. **Overweight/Oversized Bags.** Baggage compartment constraints of the aircraft may restrict the weight or the size of the individual bags that may be accepted for travel. Baggage that is not accepted for travel pursuant to this section is as follows

- a) For Transport in the Cessna 402 and Britten Norman Islander: Individual bags that exceed 70 lbs. in weight or that exceed 62 linear inches (length + width + height = 62") in size.

For general guidance for planning purposes, although there are exceptions for unusually shaped items (see below within this section) most large bags are 30" x 20" x 12" (62 linear inches) and are the maximum size we accept due to the size of the baggage compartments and compartment openings of these aircraft.

- b) For Transport in the Cessna Caravan Amphibian: Individual bags that exceed 50 lbs. in weight or that exceed 62 linear inches (length + width + height = 62") in size

For general guidance for planning purposes, although there are exceptions for unusually shaped items (see below within this section) most large bags are 30" x 20" x 12" (62 linear inches) and are the maximum size we accept due to the size of the baggage compartments and compartment openings of these aircraft.

- c) Unusually-Shaped Objects for All Aircraft. Unusually shaped objects may exceed the capacity of the aircraft baggage compartments. Bicycles, surfboards, canoes, kayaks and other such large pieces of sporting equipment exceed the capacity of the compartments and are not accepted for transport.

6. **Special Items Carried in Lieu of Standard Bag Allowance Checked Bag.** These items can be accommodated as checked baggage in our smaller aircraft despite their size or unusual character or shape. For connecting itineraries, please consult the connecting airline for policies pertaining to these items.

- a.) Acceptance. One special item will be accepted per Customer **in lieu of** the one (or, first) checked bag permitted per the Standard Bag Allowance. **If the Customer is also checking a bag, this item will be carried as Excess Baggage (i.e. space available). If there is more than one of these special items, or if a special item exceeds the size and weight limitations below, the item will be carried as Excess Baggage (i.e. space available).** No special item may exceed the Overweight/Oversize limitations in this Section except as specifically provided below.
- b.) Bag Fee. If the special item is being carried in lieu of the one (or, first) checked bag, the first checked bag fee applies, if any. For all other special items, Excess Bag Fees apply and are cumulative subject to Excess Baggage rules in this Section.
- c.) Special Items For Transport in the Cessna 402, Britten Norman Islander, and Cessna Caravan Amphibian. Each of these items is further subject to other requirements such as Cape Air's Restricted Articles and TSA Regulations.
- Small coolers containing dry ice – Maximum 50 lbs and 42 linear inches
 - Tool Kits – Maximum 50 lbs and 42 linear inches
 - Duty-fee bags – Maximum 50 lbs and 42 linear inches
- d.) Special Items Additionally for Transport in the Cessna 402 and Britten Norman Islander only. Each of these items is further subject to other requirements such as Cape Air's Restricted Articles and TSA Regulations.
- Golf bags properly encased in a closed, covered soft or hard-sided container – Maximum 62 linear inches.
 - Snow/water skis and snowboards – Maximum 71 linear inches. Up to two pairs of snow skis in one bag plus one ski boot bag will be considered "one special item" for purposes of this Section.
 - Antlers or animal horns, free of residue to the degree possible, with skull wrapped and tips protected – Maximum 15" x 30" x 45"
 - Scuba equipment consisting of empty scuba tank and dive gear.
 - Fishing equipment (rods, reels, landing net, tackle box) encased in a suitable container all considered as "one special item" – Maximum 71 linear inches.
 - Archery equipment in hard-sided case (one bow case containing bows, one quiver with arrows and one maintenance kit of sufficient strength to protect items) – Maximum 71 linear inches.
- e.) Cape Air is not liable for damage to special items that are not properly protected and appropriately packed for transport.
7. **Boxes and Commercial Containers.** Boxes and commercial containers which hold personal or commercial effects are carried as "Excess Baggage" (and, as such, carried space available) and are not to exceed 50 lbs. or 42 linear inches (length + width + height = 42"). Maximum 2 per Customer. Excess Bag Fees apply. All boxes and containers are further subject to other requirements such as Cape Air's Restricted Articles and TSA Regulations.
8. **Embargoes.** Additional seasonal or route-specific baggage restrictions, or "embargoes," may also apply depending upon the aircraft size and/or the codeshare partner policy in place at any point in time.

9. Cabin Seat Baggage. For Transport in the 9-Passenger Cessna 402, Britten Norman Islander and Cessna Caravan Amphibian: It is not permissible to transport cabin baggage in any aircraft by strapping the item to a Passenger seat.
10. Musical Instruments. Cape Air accepts on board as personal, carry-out baggage, or checked baggage musical instruments of any size, character or shape so long as the size and weight limitations of the aircraft and aircraft compartment are not exceeded. Musical instruments are carried under the same terms and conditions (including fees, if any) as any other baggage.
11. Allowance Summary Chart. The below chart is intended to capture some of the basic information in this section of the Contract of Carriage in a summary form. This information is intended to be a helpful tool only as it's impossible to reflect all aspects of our baggage policies within this table. Please refer to the language within this Contract of Carriage for the actual policies which apply. Keep in mind that, pursuant to the below section entitled "Baggage Fees, Exemptions and Allowance Applicability," there are times when our airline partner allowances and fees apply, subject to exemptions filed by Cape Air based on aircraft size and/or weight limitations. The below represents Cape Air's policies and is a useful guide as to what will actual fit within the aircraft. (LI = Linear Inch, length + width + height)

Allowance	C402 and BN2		C208A	
Carry-out or Personal Item (e.g. purse, electronic device) (e.g. 9" x 10" x 17")	▪ Maximum 36 LI	CONFIRMED	▪ Maximum 36 LI	CONFIRMED
Gate Checked Bag / Carry-on (ATR42 only) (e.g. 22" x 14" x 9" rollerboard)	▪ Maximum 45 LI and lightweight	CONFIRMED	▪ Maximum 45 LI and lightweight ▪ Soft-sided preferred	CONFIRMED
First Checked Bag (e.g. 30" x 20" x 12" bag)	▪ Maximum 62 LI and 50 lbs ▪ If bag is 51 - 70 lbs	CONFIRMED SPACE AVAILABLE	▪ Maximum 62 LI and 50 lbs	CONFIRMED
Second Checked Bag	▪ Maximum 62 LI and 70 lbs	SPACE AVAILABLE	▪ Maximum 62 LI and 50 lbs	SPACE AVAILABLE
Third Checked Bag	▪ Maximum 62 LI and 70 lbs	SPACE AVAILABLE	▪ Not Accepted	
Assistive Devices (e.g. Stroller, POC, mobility device, child safety seat)	▪ See HazMat, size, weight and regulatory requirements	CONFIRMED	▪ See HazMat, size, weight and regulatory requirements	CONFIRMED
Pet Kennel	▪ Maximum 28" x 20.5" x 20.5" ▪ 1 per aircraft (Not Accepted on BN2)	CONFIRMED	▪ Not Accepted	
Boxes	▪ Maximum 42 LI and 50 lbs ▪ Limit of 2 per passenger	SPACE AVAILABLE	▪ Maximum 42 LI and 50 lbs ▪ Limit of 2 per passenger	SPACE AVAILABLE
Special Items (e.g. cooler, tools, golf bag)	▪ If carried in place of 1st checked bag ▪ All other circumstances	CONFIRMED SPACE AVAILABLE	▪ If carried in place of 1st checked bag ▪ All other circumstances	CONFIRMED SPACE AVAILABLE
Exception for travel exclusively between HYA/ACK/MVY/EWB	▪ Up to 3 small bags (or items suitably secure) accepted in place of 1st checked bag ▪ Maximum 50 lbs TOTAL for all items	CONFIRMED		
Not Accepted	▪ More than 3 checked bags ▪ Any item larger than 62 LI or 70 lbs ▪ Large sporting goods (e.g. bikes, kayaks) ▪ Anything in excess of max limits		▪ More than 2 checked bags ▪ Any item larger than 62 LI or 50 lbs ▪ Large sporting goods (e.g. bikes, kayaks) ▪ Anything in excess of max limits	

C. Baggage Fees, Exemptions, and Allowance Applicability

1. US DOT Rules for Applicable Carrier Fees. Whether your travel is exclusively on Cape Air or connecting with a partner airline where the itineraries are booked together on the same ticket (aka an "interline itinerary"), the DOT rules state that the fees of the

1st carrier appearing on the ticket of the Customer's itinerary shall apply to the entire itinerary. This rule also applies for most fee exemptions, as when a customer is eligible for reduced fees for booking a first or business class ticket and the first or business class flight is the 1st flight in the itinerary. See the Baggage Fee Chart below. Charges apply each way and are cumulative. Regardless of which airline fees apply, Cape Air's Allowance policies apply, and all bags must meet the size, number and weight restrictions noted in this Contract of Carriage. When bag fees apply, those in effect at the time of the ticket purchase will be levied during your travel.

2. Codeshare Itineraries. When the 1st flight of the itinerary is a Codeshare flight, the fees of the marketing carrier apply, not the fees of the actual carrier operating the flight. For Cape Air codeshare flights, this means that the fees of our major airline partner will apply to the entire itinerary. This rule also applies for most fee exemptions, as when a customer is eligible for reduced fees for booking a first or business class ticket on a codeshare partner which includes a Cape Air codeshare flight somewhere in the itinerary. For codeshare itineraries, the Allowance policies of the marketing carrier also apply, however these allowances are subject to limitations noted in this Contract of Carriage. These limitations are often due to the size of the aircraft or to differences in regulations or operating certificates.
3. Connecting Travel on Separate Tickets. For connecting travel not booked on the same ticket, separate fees and allowances for each carrier apply to each portion of the itinerary flown on that carrier. In cases where Cape Air offers to check a bag through to a destination not shown on the same ticket as a courtesy, you will be subject to pay Cape Air's baggage fees when you check in at the Cape Air ticket counter, and may also be required to pay an additional baggage fee when you check in with your connecting airline. Customers may choose to pre-pay baggage fees for their connecting airline flights, but will still be subject to applicable fees for their Cape Air flights.
4. Baggage Fee Summary Chart. **For a definition of which of the below fees are also considered "Excess Bag Fees", as their applicability is described within this Contract of Carriage, see the Definitions Section or the Section on Excess Baggage.** Assistive devices, such as mobility devices, strollers, portable oxygen concentrators (POC), child safety seats and more are always free. Check for more information on any requirements which may apply in this Contract of Carriage. Abbreviations for destinations used below or elsewhere in this Contract of Carriage may be decoded at <http://www.iata.org/services/Pages/codes.aspx>.

1st Carrier in Itinerary (for codeshare itineraries, major airline partner fees apply)	Cape Air C402 / BN2	Cape Air C208A
Carry-out or Personal Item	Free	Free
Gate Checked Bag	Free	Free
1st Checked Bag 0 - 50 lbs 51 - 70 lbs	\$25 + \$80	Free + \$80
2nd Checked Bag 0 - 50 lbs 51 - 70 lbs	\$35 + \$80	\$35 + \$80
3rd Checked Bag 0 - 50 lbs 51 - 70 lbs	\$80 + \$80	N/A N/A
BAG FEE EXEMPTIONS		
Exempt from ALL Cape Air Bag Fees Applies for travel between these Cape Air cities and for connections beyond these cities (online and interline),	- For travel to/from all Cape Air cities: Active Duty, Reserve, and National Guard, including dependents and retirees with a valid Military or Dependent ID. (NOTE: When a partner airline is the first carrier in the itinerary or for codeshare itineraries, the partner's military bag fee exemptions apply.) - TBN to/from STL (Exemption applies to all customers, not just military)	
Exempt from 1st Cape Air Bag Fee Applies when travel is exclusively on Cape Air and between these cities. This exemption does not apply for any connections beyond these cities (online or interline).	- All cities to/from ALB, BIL, BOS, HPN, ORD, EWB, STL, and ZYP - HYA to/from ACK - HYA to/from MVY - ACK to/from MVY - STX to/from STT	
THE FEES OF THE 1ST CARRIER IN THE CUSTOMER'S ITINERARY APPLY TO THE ENTIRE ITINERARY		

5. Exemptions from Baggage Fees for Partner Frequent Flyer Members. Cape Air may, at its sole discretion, change, consider and make exceptions to its Baggage Fee policy for certain members of airline frequent flyer programs on flights where Cape Air participates in such programs.
6. Exemptions from Baggage Fees on 9K Marketed Flights. The following are exempt from ALL baggage fees levied by Cape Air. Additional or different charges may apply when levied by a partner airline through interline, codeshare or other airline partner agreements.
 - a) Active Reserve, Guard or retired military personnel holding a Veteran's ID Card, including registered dependents with Dependent ID Card
 - b) All bags on flights between Ft. Leonard Wood (TBN) and St. Louis (STL)

d. Conditions of Checked Baggage and Baggage Procedures

1. Must Present Valid Ticket for Transportation. Before Cape Air will accept baggage to be checked or carried on board, the Customer must present a valid ticket for transportation on Cape Air or on Cape Air and one or more other carriers with which Cape Air has an interline or codeshare agreement. Cape Air has the right to refuse to transport baggage on any flight other than the one carrying the Passenger.
2. Must Observe Check-In Times. Baggage must be checked in at the airport sufficiently in advance of flight departure to allow for airline, airport and, when applicable, TSA and other government processing. See guidelines in Section entitled

"Airport Show Times & Re-check Requirements". If a Customer does not present his or her baggage for check-in within sufficient time to allow for normal handling procedures for that airport, Cape Air may accept the baggage, but in no event will be responsible for any loss that arises from the delay in delivery of the baggage to the destination airport.

3. Through-Checked Bag Exclusions. For Customers traveling on the following markets, baggage cannot be checked-through to the Customer's final destination on connecting carriers with whom Cape Air has interline and/or codeshare agreements. For connections involving these markets, the Customer must retrieve his or her checked bags on arrival at the Cape Air city and re-check them with the connecting carrier. Connecting carrier fees may apply when re-checking the bags
 - a) St. Thomas (STT) to/from St. Croix (STX)
 - b) Hyannis (HYA) to/from Nantucket (ACK)
 - c) Hyannis (HYA) to/from Martha's Vineyard (MVY)
 - d) Nantucket (ACK) to/from Martha's Vineyard (MVY)
4. Identification and Items of High Personal Value. All checked baggage must have, at a minimum, name identification on the outside. It is recommended to include contact information for both origin and destination (e.g. cell phone number) on the outside and inside of the baggage. Cape Air also recommends that Customers maintain on their person certain small but high value or high personal value items such as travel documents, medicines, money/credit cards, keys, or jewelry. It is important to remember not to lock checked baggage, as required by Federal regulations.
5. Carriage on Cape Air Flights and Connections. Checked baggage will generally be carried on the same aircraft as the Customer unless such carriage is deemed impractical by Cape Air. This impracticability includes baggage which exceeds total compartment or weight parameters for the aircraft when taking into account all Passengers on board. In this event, Cape Air will determine in its sole discretion which baggage will be carried on board with the Customer and arrangements will be made to transport the surplus baggage on the next flight or section on which space is available.

Cabin baggage space is relatively limited on regional aircraft, like those operated by Cape Air. Customers connecting onto a Cape Air flight with large carry-on bags are encouraged to check these bags, when possible, at the ticket counter of the carrier of the originating location. Customers who arrive at a Cape Air gate with large carry-on bags that exceed the parameters for carry-out items must check these bags at the gate prior to boarding the flight. Furthermore, operations, security directives or other safety considerations may limit the allowable carry-out baggage on a specific flight. Cape Air reserves the right in its sole discretion to determine the suitability and place of storage for any items to be carried in the aircraft.

Cape Air may refuse to transport any baggage that the Customer refuses to submit for inspection.

6. Claiming Baggage. Only the holders of the baggage claim check may claim checked baggage. Cape Air is not responsible for determining that the holder of the claim check is entitled to the baggage. If baggage claim checks are lost, proof of ownership may be required prior to release of the baggage. Acceptance of baggage by the bearer of a claim check without filing a written complaint will constitute evidence of delivery by Cape Air of the Customer's baggage with all original contents in good condition.

e. *Limits of Liability for Baggage Including Fragile or Perishable Goods*

1. General. Except to the extent the Warsaw or Montreal Conventions or other applicable laws may otherwise require, the following provisions apply.
2. Checked and Unchecked Baggage
 - a) For Domestic Carriage. Liability for loss, delay or damage to checked baggage, or any baggage or personal item which is taken into custody by Cape Air, is limited to the fair market value at the time of the loss, damage or delay and will not exceed (except for wheelchair and other assistive devices) (1) for on-line travel solely on Cape Air with no connecting service, \$500 per Passenger; (2) for interline travel where the Cape Air flight segment is included on the same ticket as a connecting flight segment of another airline with an aircraft of more than 60 seats, \$3500 per Passenger as per federal rules; and (3) for interline travel where the Cape Air flight segment is included on the same ticket as a connecting flight segment of another airline with an aircraft of 60 seats or less, \$500 per Passenger. Cape Air assumes no responsibility or liability for loss or damage to unchecked or carry-out baggage unless the loss or damage occurred while in the sole custody of Cape Air or was caused by the sole negligence or willful misconduct of Cape Air.
 - b.) For International Carriage (including domestic portions of international journeys) covered by the Montreal Convention. Liability for loss, delay or damage to checked and unchecked baggage is limited to 1,131 Special Drawing Rights per Passenger (see www.imf.org for current value).
 - c.) For International Carriage (including domestic portions of international journeys) covered by the Warsaw Convention. Liability for loss, delay or damage to baggage is limited to approximately \$9.07 per pound (\$20.00 per kilo) for checked baggage and \$400 per Passenger for unchecked baggage in the custody/control of the carrier.
3. Fragile, valuable, perishable and other items not suitable for transport. Cape Air recommends that you do not pack fragile, high-value or perishable items in your checked baggage. If you choose to pack fragile, high-value or perishable items in or as checked baggage in connection with travel within the United States, Cape Air is not liable for the loss of, damage to, or delay in delivery of such items. For most international travel, Cape Air's liability for destruction, loss, delay or damage to checked and unchecked baggage is limited.

Cape Air is not liable for damage to a Customer's carry-out items or in-cabin property that contains fragile, valuable, or perishable items, unless damage occurred while in the sole custody of Cape Air. Customers are responsible for all damage caused by their property, whether such damage is to their own property or to some else's property.

Fragile, valuable, and perishable items include, but are not limited to, antiques; antlers; artifacts; books; cellular phones; collectibles; computer equipment; documents; electronic equipment; fragile articles; gift cards; glassware; heirlooms; irreplaceable items; jewelry; keys; money; silverware; negotiable papers; optical equipment and eye/vision devices; perishable items; photographic equipment or items; pottery; prescription medication; samples; securities; sound reproduction equipment; timepieces; tents and sleeping bags made of cloth, plastic, vinyl or other

easily torn material and/or those having aluminum frames; tools; works of art; or, other similar valuable items and commercial effects included in checked baggage with or without the knowledge of Cape Air. If any such items are lost, damaged, pilfered, or delayed, except for certain international travel subject to the terms of the Montreal or Warsaw Conventions, you will not be entitled to any reimbursement under Cape Air's standard baggage liability.

4. Limited Release Tags. Cape Air has the right to refuse to accept baggage that does not meet the standards in this Contract of Carriage. In cases where Cape Air accepts baggage for transport under the condition that the Customer agrees to have affixed to the baggage a limited release tag, the Customer is hereby on notice that Cape Air is not liable for any damage, loss or delay to such baggage.
5. Normal Wear and Tear. Cape Air is not liable for minor damage such as scratches, scuffs, stains, dents, cuts and dirt resulting from normal wear and tear. For clarification purposes, damage beyond normal wear and tear to specific parts of baggage, such as wheels, straps, zippers, handles, and protruding parts, is not excluded from liability.
6. Unclaimed Bags. Cape Air is not liable for baggage not claimed by the Customer immediately upon arrival.
7. Other Carriers or Services. Cape Air's liability is limited to occurrences on its own flights only, except in the case of checked baggage in which case the Customer has the right of action against either the first or last carrier in the flown itinerary. A carrier issuing a ticket or checking baggage over the lines of others does so only as agent and is not liable for actions on the part of the operating carrier.

f. Claims Restrictions, Including Time Requirements for Reporting or Filing Claims.

1. General. Cape Air assumes responsibility only for those claims arising from transportation of baggage over its own routes. All claims are subject to proof of actual loss by the Customer. Actual value for reimbursement of lost or damaged property shall be determined by the documented original purchase price. This may be demonstrated through presentation of original purchase receipts or evidence of actual value. All bag fees paid for lost bags that are not subsequently found will be refunded.

All claims will be accepted for review by the appropriately trained personnel regardless of whether any employee of Cape Air believes that the claim will or will not result in reimbursement. Every Customer has the right to submit a claim.

No action shall be maintained for any loss, damage, delay or pilferage of checked baggage, unless appropriate notice is given in accordance with this section. If notice is not given in accordance with this section or legal action is not commenced within one year from the date of the incident, any such claims will be considered waived.

2. Domestic Carriage Limitations and Claims Restrictions. Lost, delayed or damaged baggage must be reported to a Cape Air Customer service agent, or an authorized agent of an interline or codeshare carrier at the final destination in the case of an interline itinerary where the final destination is the interline carrier's destination, within four (4) hours of the arrival of the flight on which the loss, damage or delay is alleged to have occurred. The failure to give such preliminary notice, absent extraordinary circumstances, will result in waiver of the claim. Any claim for loss, damage or delay must be submitted in writing within thirty (30) days of the relevant

flight. Failure to file a written claim within the time period specified, absent extraordinary circumstances, will result in waiver of the claim.

3. International Carriage Limitations and Claims Restrictions. Damaged baggage must be reported to a Cape Air Customer service agent, or an authorized agent of an interline or codeshare carrier at the final destination in the case of an interline itinerary where the final destination is the interline carrier's destination, immediately upon its discovery and any claim for damage must be submitted in writing no later than seven (7) days from the date of receipt of the baggage. Any claim for delay or loss must be submitted in writing no later than twenty-one (21) days from the date on which the baggage has or should have been placed at the Customer's disposal. Failure to observe these notice requirements within the time periods specified, absent extraordinary circumstances, will result in waiver of the claim. No right to any claim against Cape Air related to baggage will lie unless an action is brought within two (2) years from the date of arrival at the destination, or from the date on which the aircraft was scheduled to have arrived, or the from date on which the carriage stopped.

g. *Delayed Bag Delivery and Interim Expenses.*

1. General. Cape Air strives to deliver checked baggage to our Customers in the baggage claim area in a timely and efficient manner; that is, so that it arrives before or at the same time as the Customer. When on occasion a bag is delayed or misplaced, we will make every reasonable effort to locate and return the bag within 24 hours or less using a comprehensive system and process to track missing baggage and to communicate with affected Customers.
2. Delivery of Delayed Bag. In the event that checked baggage (excluding checked baggage that is "Excess Baggage" pursuant to the terms herein) does not arrive before or at the time the Customer arrives, Cape Air will deliver such checked baggage to Customers. (For clarification purposes, please note that Excess Baggage which is accepted and carried subject to space availability on the aircraft is not guaranteed a delivery time and, as a result, is not eligible for delayed delivery by Cape Air.) Cape Air will strive to deliver baggage covered by this section in a timely and efficient manner, but delivery times may vary with destination because of third party vendor availability, traffic and other reasons. This delivery may be by Cape Air or by an authorized agent contracted at Cape Air's expense to provide such bag delivery. In some cases, it may be more expeditious for Customers to return to the airport to claim their baggage and, in this case, Customers may certainly choose to pick-up their bags at their own transportation expense in lieu of delivery.
3. Interim Expenses. Customers are entitled to reasonable interim expenses resulting from delayed bags. (For clarification purposes, please note that baggage accepted and carried subject to space availability on the aircraft is not guaranteed a delivery time and, as a result, is never a delayed bag for purposes of this provision.) Customers must present receipts for all reasonable expense reimbursements incurred. Reasonable expenses generally are \$75 per day for the first few days the bag is delayed. These guidelines for reasonable expenses are NOT daily limits or a cap and additional expenses may be incurred; in such a case, the additional expenses will be handled on an individual basis up to the limits of liability stated within this Contract of Carriage.

If the delayed bag becomes a claim for which monetary compensation is appropriate in accordance with this Contract, interim expenses advanced for the initial delay will be deducted from the claim's settlement total. Interim expenses are not available as

an additional remedy for bags which are lost or damaged and for which such a claim is reported and processed, without regard to whether the claim results in compensation in accordance with this Contract.

h. *Restricted Articles.*

1. General. Many items used every day at home or work are regulated as Hazardous Materials (aka "hazmat" or "dangerous goods.") These products may seem harmless; however, when transported by air they can be dangerous. Vibrations, static electricity, and temperature and pressure variations can cause items to leak, generate toxic fumes or even start a fire.

Federal law prohibits hazardous materials from being included in checked, gate-checked, and carry-out baggage. There are a few exceptions for some common personal care items when carried in limited quantities (such as hairspray, perfume and nail polish), medicines, battery-powered electronics and assistive devices. Please refer below for more information on specific restricted items and any requirements and limitations that apply to the handful of exclusions for select personal items. The list of restricted items in this section is not comprehensive. If you have a question about a particular item that is not listed, please contact our Reservations Office for further guidance. More restrictive provisions may apply for Passengers traveling pursuant to interline, codeshare, or other airline partner agreements arranged by Cape Air with partner airlines. For policies for travel on a partner airline, please refer to that airlines' web site.

TSA regulations, customs authorities and other regulators also have rules on prohibited items and may impose additional restrictions, limitations and/or fees beyond those mentioned herein.

2. Hazardous Materials – Generally. Other than exceptions permitted pursuant to 49 CFR 175.10 (these exceptions further limited in some cases due to our aircraft size or type, or because of limitations within our FAA-approved operations manuals), any articles deemed a hazardous material pursuant to DOT Hazardous Materials Regulations (49 CFR 171 – 180) and/or the IATA Dangerous Goods Regulations and revisions and reissues thereof are not accepted for transport on Cape Air. The carriage of hazardous materials aboard Cape Air aircraft in your baggage or on your person is a violation of Federal Law with penalties of up to five (5) years imprisonment and fines of up to \$500,000. Hazardous materials include, but are not limited to, explosives, compressed gases, flammable liquids and solids, oxidizers, toxic and infectious substances, poisons, corrosives and radioactive materials. Examples of these prohibited items include:

- a.) Fireworks and flare guns
- b.) Propane tanks
- c.) Spray cans
- d.) Defense sprays including pepper spray
- e.) Fuel
- f.) Oil-based Paint
- g.) Flammable glues including rubber cement and some "super" glues
- h.) WD-40
- i.) Lighter fluid
- j.) Strike-anywhere matches
- k.) Camping devices such as lanterns, stoves and heating equipment which use liquid fuel, propane, butane or similar

- l.) Motorcycle or car parts, Generators, or Gas-powered tools or toys unless new, unused and in original packaging, contains no battery and has never contained fuel
 - m.) Most self-inflating devices
 - n.) Oxygen bottles
 - o.) Insecticides
 - p.) Household cleaners such as bleach and drain, oven and bathroom cleaners
3. Personal Electronic Devices ("PEDs").
- a.) General. Most consumer portable electronic devices intended for personal use are permitted in checked, gate-checked, or carry-out baggage including cell phones, electronic games, tablets, laptops and cameras. Batteries for these devices typically do not exceed the limitations for carriage (see section regarding Batteries below). **Note there are important exceptions including, but not limited to, Electronic Cigarettes and Hoverboards.**
 - b.) Although PEDs are permitted in Customer's baggage, **use** of these devices is **restricted**, as governed by the FAA. All PEDs must be turned "OFF" from gate to gate, while the aircraft is in transit. This includes, but is not limited to, cell phones, electronic games, tablets, laptops, cameras, and portable music devices. Additionally, cell phones must be "OFF" while boarding and deplaning via the airport ramp leading to or from the aircraft.
 - c.) **Approved** PEDs for Use Onboard At All Times, with No Restrictions
 - Portable voice recorders
 - Hearing aids, pacemakers, and other approved electronic medical devices
 - One-way pagers (capable of receiving signals only)
 - Electric shavers
 - Electronic / digital watches
 - d.) **Prohibited** PEDs Not Approved for Use at ANY Time Onboard
 - AM/FM transmitters and receivers (including televisions and radios)
 - Bluetooth accessories (e.g. wireless mice, keyboards, headphones)
 - Electronic, simulated smoking materials (e.g. cigarettes, pipes, cigars)
 - Personal air purifiers
 - Remote control devices or toys
 - Two-way communication devices (unless otherwise permitted pursuant to this section)
 - Portable oxygen concentrators (POCs)
4. Electronic Cigarettes (E-cigarettes).
- a.) Due to their potential to overheat or cause fire when activated, as determined by the FAA and ICAO, electronic cigarettes, personal vaporizers or any battery-powered portable electronic smoking device ("E-cigarettes") are not permitted in any checked baggage, including gate-checked baggage, or in any external baggage compartment of the aircraft. **Please inform a Cape Air agent if you have e-cigarettes in any of your baggage.**
 - b.) **Use** of e-cigarettes onboard the aircraft remains prohibited at all times.
 - c.) **Recharging** of the e-cigarettes and/or the batteries on board the aircraft remains prohibited at all times.

- d.) E-cigarettes carried onboard must not exceed a Watt-hour rating of 100 Wh.
5. Batteries (Lithium/Non-Lithium) – When Installed in Devices to be Transported. When installed in devices intended for use, batteries are permitted so long as the following limitations are met. **NOTE: Important exception for Hoverboards.** Batteries must not be damaged. EACH battery must not exceed the following:
- a.) For lithium metal batteries, lithium content of 2 grams
- b.) For lithium ion (rechargeable) batteries, a Watt-hour (Wh) rating of 160 Wh. (There is an exception for lithium ion powered mobility devices for disabled Passengers, when applicable for the aircraft based on size and space requirements. See Wheelchairs and Other Assistive-Related Devices.)

Exceptions:

- a.) Self-Balancing Recreational Mobility Devices (“hoverboards”). Because of the risk of igniting, lithium battery-powered self-balancing recreational mobility devices are not accepted for transport on any Cape Air flight.
- b.) Samsung Galaxy Note 7. As prohibited by the DOT on any flight.
6. Spare Batteries (Lithium/Non-Lithium). Lithium and non-lithium dry batteries carried for personal use are permitted if protected from damage and ability to short circuit subject to restrictions herein. Car, boat, aircraft and motorcycle batteries and all wet batteries (see exception for Assistive Devices) are not permitted.

Because batteries present a risk of both igniting and fueling fires in aircraft cargo/baggage compartments, spare batteries are not permitted in any checked baggage, including gate-checked baggage, or in any external baggage compartment of the aircraft. **Please inform a Cape Air agent if you have any spare batteries (especially lithium batteries) in any of your baggage.**

Spare lithium batteries may be carried if the battery’s electrical connections (or “contacts”) are protected from contact with metal or other batteries. The battery must be individually protected so as to prevent short circuits (by placement in original retail packaging or by otherwise insulating terminals, *e.g.*, by taping over exposed terminals or placing each battery in a separate plastic bag or protective pouch). Batteries must not be damaged. EACH battery must not exceed the following:

- a.) For lithium metal batteries, a lithium content of 2 grams; or
- b.) For lithium ion (rechargeable) batteries, a Watt-hour (Wh) rating of 100 Wh.
- c.) For lithium ion batteries, batteries which are greater than 100 Wh may be carried ONLY if (1) there are no more than two batteries AND (2) each battery is not greater than 160 Wh.
7. Smart Bags. Lithium batteries must be removed from any bag which constitutes a “Smart Bag” and carried in accordance with Cape Air’s rules in this Contract of Carriage for Spare lithium batteries. Smart Bags with non-removable lithium batteries are not accepted for transport on any Cape Air flight.
8. Dry Ice. Dry ice in quantities of 5.5 pounds (2.5 kg) or less per Passenger will be accepted. Quantities which exceed this amount will not be accepted. Customers cannot pool their portions together, even within the same traveling party. The

container or package must be ventilated to permit the release of carbon dioxide gas, be marked as containing dry ice, and display the net weight and the identity of the perishable item being cooled. Styrofoam coolers containing dry ice must be sufficiently durable and leak-resistant to be accepted for transport.

9. Wet Ice. Wet ice, including ice packaged in coolers, or other packaging of perishable items in "wet ice", is not permitted on board the aircraft regardless of the type of container used to contain the ice. This does not preclude the use of "gel packs" which do not melt to a pure liquid form.
10. Liquor. For alcoholic beverages up to 70 percent alcohol by volume there is a limit of 5 liters (1.3 gallons) per Customer that may be accepted as checked baggage, or that may be gate checked if purchased after completing security screening at the checkpoint (Duty Free). Packaging must be in receptacles smaller than 5 liters. Alcoholic beverages more than 70 percent alcohol by volume (140 proof) will not be accepted. There is no additional fee for the carriage of alcohol on international flights (including flights from the USVI to the US) when it is purchased as part of an established and recognized "duty free shopping" program. Alcohol containing 24% or less alcohol by volume (e.g. beer, wine) is not subject to hazardous materials limitations. Customs and TSA regulations may impose different limitations and fees.
11. Firearms and Ammunition. Federal law provides that no person shall carry a deadly or dangerous weapon, either concealed or unconcealed, aboard any Cape Air aircraft except: (1) employees or officials of a municipality or State, or the United States, who are authorized to carry firearms (e.g. FBI, Secret Service, LEO prisoner escort, Federal Air Marshall) or (2) crewmembers and other persons authorized by Cape Air to carry firearms. Appropriate documentation and identification will be required of any Passenger traveling under this provision. More restrictive provisions may apply for Passengers traveling pursuant to interline or codeshare agreements arranged by Cape Air with partner airlines.

Firearms that are unloaded and encased in a hard-sided suitable locked container may be carried as checked baggage. All firearms to be checked in this manner must be declared by the Customer in writing through the completion of a declaration tag.

Ammunition must be securely packaged in a container made of durable fiber, wood or metal, or in the manufacturer's original package, and placed inside checked baggage. This may be within the same container used to store the firearm. Ammunition checked in this manner must not exceed eleven (11) pounds per Passenger. The Passenger will be required to complete the applicable declaration forms.

The Customer must make all arrangements and assume full responsibility and expense for complying with applicable laws, customs and/or other governmental regulations, requirements, or restrictions of the country, state or territory to and from which the firearm/ammunition is being transported.

12. Smoking. Smoking is prohibited on all Cape Air flights. The use of electronic, simulated smoking materials (cigarettes, pipes, cigars) is also prohibited.
13. Summary Chart

The below chart is intended to be a helpful quick reference tool ONLY as it's impossible to reflect all aspects of our Restricted Articles policies articulated in our Contract of Carriage within this summary table. The FAA's PackSafe

website: (http://www.faa.gov/about/initiatives/hazmat_safety/) contains detailed information on restrictions on what can and cannot be transported on board any aircraft. Further restrictions imposed by Cape Air (e.g. Cape Air cannot carry any quantity of personal defense spray or any equipment that previously contained fuel even through the fuel has been drained) and our partner airlines are found in this document and in our partner's Contracts of Carriage and web sites. Please also remember that TSA or other regulators may have further limitations. It is your responsibility to ensure your baggage conforms to all applicable restrictions.

Item containing Hazmat	Permitted ✓	Not-Permitted ✗
Common Household Items	<p>Personal toiletries or medicines such as perfumes, hairspray, nail polish, shaving cream, sunscreen and insect repellent in limited quantities. Aerosol nozzles must be protected by a cap.</p> <p>Latex-based paint</p>	<p>Bleach, drain cleaner, oil-based paint, spray paint and other spray cans, laundry starch, cooking sprays, WD-40, shoe cleaner, flammable glues (rubber cement or some super-glues), insecticides and all such items carried in any quantity for non-personal use.</p>
Electronic Devices	<p>Most small consumer devices for personal use ("PED") such as cell phones, electronic games, tablets, laptops and cameras whose batteries typically do not exceed battery limitations.</p>	<p>E-cigarettes or spare fuel cell cartridges (limit 2) in any external compartment of the aircraft.</p> <p>Hoverboards or any lithium battery powered, self-balancing recreational mobility device</p> <p>Samsung Galaxy Note 7</p> <p>Smart Bags unless the lithium battery is removed and carried in accordance with Cape Air's policy on Spare Lithium Batteries. Smart Bags with non-removable batteries are not accepted.</p>
Batteries	<p>When installed in portable electronic devices. Each lithium metal must not exceed 2 grams. Each lithium ion must not exceed 160 Watt-hours (Wh).</p> <p>Spare batteries, lithium and non-lithium dry, in-cabin, if protected from damage and short circuit. Each lithium metal must not exceed 2 grams. Each lithium ion must not exceed 100 Watt-hours (Wh). Except, for lithium ion, batteries which are greater than 100 Wh may be carried ONLY if (1) there are no more than two batteries AND (2) each battery is not greater than 160 Wh.</p>	<p>Spare lithium batteries in any external compartment of the aircraft.</p> <p>Car and motorcycle batteries.</p> <p>Wet batteries.</p> <p>Loose batteries.</p> <p>Batteries not carried for personal use.</p> <p>Devices with batteries installed but with no protection from accidental activation.</p>

Item containing Hazmat	Permitted ✓	Not-Permitted X
	No more than 2 nonspillable gel-cell batteries for portable electronics, limited to 12 volts and 100 Watt-hours (Wh).	
Matches, Lighters, and Explosives	1 packet of regular matches or 1 disposable lighter, in-cabin only.	Strike anywhere matches Lighter fluid Torch lighter Fireworks, Flare guns Fuel Camping devices including stoves and lanterns.
Engines, Parts and Gas-powered equipment	If new, unused and in original packaging, as checked baggage.	Any equipment with fuel Propane tanks Motorcycle/car parts, generators or gas-powered tools/toys unless new, unused and in original packaging.
Medical and Assistive Devices	Implanted pacemakers or similar devices and injected or ingested radiopharmaceuticals. Nonflammable gas cartridges for mechanical limbs, including spares.	Wheelchair lithium ion batteries exceeding 300 Watt-hours (Wh).
Ice	Dry ice up to 5.5 lbs. in ventilated package when properly labeled. Gel packs	Dry ice in air-tight or improperly marked packages Wet ice
Liquor	Up to 5 unopened liters no more than 70 percent alcohol by volume.	Any liquor with more than 70% alcohol by volume or not meeting quantity or packaging restrictions.
Inflating Devices and Oxygen	Whipped cream or fix-a-flat so long as they are <u>nonflammable</u> and do not contain toxic gas if carried in checked baggage. Portable oxygen concentrators that meet FAA criteria.	Compressed oxygen or oxygen canisters, most self-inflating devices.
Small arms ammunition and Self Defense Devices	11 lbs. per Customer up to .75 caliber for rifle and pistol cartridges and any size shotgun shells for personal use when securely boxed and carried in checked baggage.	Loose ammunition, loaded firearms, black powder, primers or percussion caps. Self-defense sprays (such as pepper spray)

i. Wheelchairs and Other Assistance-Related Devices

1. Wheelchairs and Other Mobility Assistive Devices
 - a.) General. One wheelchair or mobility assistive device per Passenger will be accepted and transported at no additional charge. Early check-in is recommended for all Passengers with assistive devices so that there is adequate time to load the device on board and offer any special assistance that may be needed.
 - b.) Aircraft-based Limitations. Due to space limitations of the aircraft, only collapsible, non-motorized wheelchairs (and other non-battery-powered mobility assistive devices) are accepted. Advance reservations are recommended because, with limited space and weight constraints, only one wheelchair per aircraft may be booked confirmed space, ensuring its safe and reliable transport with the Passenger. Wheelchairs are approved on a first-come, first-served basis. If more than one Passenger requires the transport of a wheelchair on any particular flight, priority will be given to the Passenger who booked the wheelchair. Every reasonable effort will be made to transport additional wheelchairs, but space, weight and safe storage constraints may require them to be transported on a different flight.
2. Strollers. One collapsible stroller per Passenger will be accepted as additional free baggage allowance as checked baggage.
3. Infant- or Child-Safety Seats (also known as "CRS" or "CARES").
 - a.) General. The FAA strongly urges the use of a CRS for every child on every flight, as it is the safest place for a child when flying. One infant- or child-safety seat (also known as a child safety restraint system "CRS" or Child Aviation Safety Restraint System "CARES") per Passenger will be accepted as additional free baggage allowance, as checked baggage, or for use in the aircraft cabin. CRS's accepted for use onboard must be government-approved for use in aircraft by the FAA or other authorized government agency, have a harness which attaches the child to the CRS, be fitted with a hard seat, and attach directly to the aircraft seat. The accompanying Passenger is responsible for ensuring that the CRS functions correctly, that the child does not exceed the CRS's limitations, that the child is properly secured in the CRS and that the CRS is secured to the aircraft seat. Cape Air does not reserve space for a CRS unless a ticket has been purchased for the child. If the CRS is not government-approved for use onboard an aircraft, it may not be used, but be carried as checked baggage.
 - b.) Aircraft-based Limitations. CRS's are approved for use in the aircraft cabin on all aircraft except the Britten Norman Islander where the harness cannot be properly secured due to the seating style. For the Cessna Caravan Amphibian, CRSs can be safely secured to some but not all of the seats.
 - c.) Customer with Special Needs. Most young children who use a CRS weigh 40 lbs or less. However, there are some children with physical challenges who weigh more than 40 lbs and need the support and security of a CRS so they can travel safely on an aircraft. Use of a government-approved CRS which is properly labeled, appropriate for the child's weight, and properly secured to the aircraft is permitted.

Adults (18 years or older) who have physical challenges that require the support and security of a CRS may request an exemption to the FAA's regulations that

require each Passenger to be properly secured by a safety belt. See faa.gov for more information on this exemption as well as further advice on the safe use of CRS's onboard.

4. Wearable Defibrillator Life Vests. Unless otherwise prohibited herein, Passengers are permitted to wear Wearable Defibrillator Life Vests on board all Cape Air aircraft.

j. *Pets*

1. General. Pets are accepted for transport subject to a service charge (unless otherwise specified in this Contract of Carriage or in the applicable tariff) and other conditions as noted herein. Cape Air reserves the right to refuse carriage of pets at any time. **For clarification purposes, acceptance of "Service Animals" is governed by the policy on "Service Animals" and not this policy on "Pets"**.
2. Accepted In-Cabin Pets. Unless otherwise noted herein, Cape Air accepts domesticated cats, dogs, rabbits and household birds for transport in-cabin when accompanied by the Customer.
3. Advance Reservations and Conditions of Carriage. Advance reservations are recommended. See "Advance Reservations" section under Service Animals for more information on reservations and boarding priority of live animals (Service Animals or pets).
4. Must be Accompanied by Passenger. All pets must be accompanied by a traveling Passenger who is the owner or a designee who assumes full responsibility for the animal. Cape Air will not transport pets as unaccompanied freight.
5. Limitations with Connecting Flights. Customers must check and retrieve their pets planeside for each Cape Air flight. Pets will not be automatically transferred between connecting Cape Air flights. Cape Air will not transfer pets to other airlines - Customers must make their own arrangements directly with other airlines for connecting flights (interline and/or codeshare) with other carriers. When making such arrangements individually with each carrier, please keep in mind that different policies, including carrier sizes and fees, may apply for each carrier.
6. Approved Kennels and Carriage Generally
 - a.) Kennel Requirement. Except as otherwise provided in this section, a soft or hard-sided kennel suitable for transport of the pet is required to transport the pet to the aircraft and to contain the pet within the cabin. It is the obligation of the Customer to provide such kennel. The **maximum** kennel size is **28"x20.5"x20.5"**. A pet should be able to stand up and turn around comfortably in a properly-sized kennel. Multiple pets may be transported within the same kennel providing this standard is met for both animals and it is deemed safe in the sole discretion of Cape Air. For clarity, cats, rabbits and birds must be kenneled or caged when accepted for travel in all circumstances.
 - b.) Limited Market-based Exception. For travel between Hyannis, New Bedford, Nantucket or Martha's Vineyard ONLY, dogs may be transported with or without a kennel under the following conditions:
 - A dog not exceeding 35 pounds in weight may be carried on the Passenger's lap or on the aft shelf of the cabin
 - A dog 35 pounds or more if properly restrained with a leash, harness or similar device and situated in such a location so as to not obstruct access to

the aisle or exit. This location is typically behind the last row of seats. Pets must not exceed a maximum weight of 80 pounds per animal.

- The ability to carry pets pursuant to this provision is contingent upon rules by the airport authorities of the airports we serve and is subject to change without notice.

7. Embargoes. Seasonal or route-specific restrictions, or “embargoes,” may apply depending upon the aircraft size and/or the codeshare partner policy in place at any point in time. Embargoes below are subject to change without notice.

- c.) Caribbean Embargoes. No pets are accepted for travel for any flight to/from Culebra, Puerto Rico (CPX) or Virgin Gorda, BVI (VIJ).
- d.) Britten Norman Islander Aircraft Embargo. No pets are accepted for travel for any flight operated by this aircraft type.
- e.) Cessna Caravan Amphibian Aircraft Embargo. No pets are accepted for travel for any flight operated by this aircraft type.
- f.) Adult Poultry Embargo. In order to ensure compliance with the U.S. Animal Welfare Act, Cape Air does not transport live adult poultry.

8. Health and General Condition

g.) The pet must be harmless, odorless, inoffensive and suitable for in-cabin transport as determined by Cape Air in its sole discretion. A Customer assumes full responsibility for the safety, well-being and conduct of his or her pet while on-board the aircraft.

h.) Cape Air assumes no responsibility for the impaired health or death of the pet due to illness or injury when the pet has been handled by Cape Air with ordinary standards of safety and care or when Cape Air has acted in the interests of the entire flight such as in an emergency or a Force Majeure Event.

9. Compliance with Applicable Laws. The Customer must make all arrangements and assume full responsibility and expense for complying with applicable laws, customs and/or other governmental regulations, requirements, or restrictions of the country, state or territory to and from which the pet is being transported. Upon arrival, health certificates, import permits, and other papers may be required by local authorities (particularly and frequently required for travel beyond the domestic United States), depending upon the route on which the pet is traveling.

10. Service Animals. Service Animals accompanying disabled Customers or government officials and animals used for emotional support are accommodated on all flights at no additional charge to the Customer, subject to the policy herein. (See Service Animals under section entitled “Acceptance of Customers”).

k. *Restrictions Due to Federal Law: Marijuana.* Despite recent changes in local State laws, Federal law does not allow any kind of marijuana, medical or recreational, onboard commercial aircraft or in the secure locations of any airport terminal, beyond TSA screening. Accordingly, Cape Air does not permit the transport of marijuana on any of our flights. For more information regarding this Federal prohibition, please refer to www.airsafe.com.

5. Acceptance of Customers

a. *Refusal to Transport.* Cape Air may refuse to transport, or may remove from the aircraft at any point, any Customer(s):

1. When necessary to comply with government regulations or security directives;
2. When necessary for the safety of themselves, other Passengers, or members of the crew, including but not limited to:
 - i.) Customers whose conduct is disorderly, offensive, abusive or violent;
 - j.) Customers who fail to comply with or interfere with the duties of the members of the flight crew, federal regulation, or security directives;
 - k.) Customers who appear to be intoxicated or under the influence of drugs to a degree that the Customer may endanger him/herself, another Passenger, or a member of the crew (other than a Qualified Individual with a Disability whose appearance or involuntary behavior may make him/her appear to be intoxicated or under the influence of drugs in which case boarding will not be denied);
 - l.) Customers who appear to have symptoms of or have a communicable disease or condition that could pose a direct threat to the health or safety of others on the flight, or who refuse a screening for such disease or condition, or have an offensive odor such as from a draining wound (Note: Cape Air requires a medical certificate for Customers who wish to travel under such circumstances)
 - m.) Customers who are mentally incapacitated whose behavior may be hazardous to him/herself, another Passenger, or a member of the crew. However, Cape Air will accept escorted mental patients if the requesting mental authority furnishes a medical certificate which states that the mental patient may be transported safely under the circumstances posed with the flight in question and the escort accompanies the Customer at all times.
 - n.) Customers who fail to travel with the required safety assistant(s) pursuant to this section;
 - o.) Customers who do not qualify as acceptable Non-Ambulatory Passengers pursuant to this section;
 - p.) Customers who have in the past refused to comply with Cape Air's rules, disrupted Cape Air's operations or abused Cape Air's employees;
 - q.) Customers who have resisted or may reasonably be believed to be capable of resisting custodial supervision;
 - r.) Customers who are incapable of completing a flight safely, without requiring extraordinary medical assistance during the flight (Note: Cape Air requires a medical certificate for Customers who wish to travel under such circumstances.)
3. When there is a failure to observe the rules of the Contract of Carriage;
4. Whenever such action is necessary or advisable by reason of weather or other conditions beyond Cape Air's control including but not limited to acts of God, Force Majeure Events, strikes, or disturbances, whether actual, threatened or reported;
5. When the Customer refuses a request to produce proof of identify satisfactory to Cape Air or the Customer's identity mismatches his or her ticket information;
6. When the Customer has not paid the appropriate fare or produced satisfactory proof to Cape Air that the Customer is an authorized non-revenue Passenger.
7. Whenever government required travel documents appear not to be in order according to Cape Air's reasonable belief or such Customer's embarkation from, transit through, or entry into any country from, through or to which such Customer desires transportation would be unlawful or denied for any reason.; or
8. When the Customer's conduct is disorderly, abusive, or violent towards other Customers or Cape Air employees.

Cape Air is not liable for its refusal to transport any Customer or for its removal of any Customer in accordance with this section. Any Customer who, by reason of engaging in the above activities in this section, causes Cape Air any loss, damage or expense of any kind, consents and acknowledges that he or she shall reimburse Cape Air for any such loss, damage or expense. Cape Air has the right to refuse, on a permanent basis, any Customer who, by reason of engaging in the above, causes Cape Air any loss, damage or expense of any kind, or has been disorderly, offensive, abusive or violent.

b. *Disabled Individuals and Passengers Requiring Assistance.*

1. General. It is the policy of Cape Air to provide equal opportunity for all would-be travelers. Accordingly, Cape Air will not refuse to provide transportation to, or discriminate against, a disabled individual, who may be transported in accordance with the Company's FAA-approved operating procedures, on the basis of his or her disability. Cape Air may refuse to provide transportation to *any* Customer whose carriage may impair the safety of the flight in accordance with the provisions of this contract, and may refuse to provide transportation to *any* Customer whose carriage would violate federal regulations (including FAA and TSA regulations) or the Company's FAA-issued operating manuals. In exercising this authority, however, Cape Air personnel will not discriminate against any disabled individual solely on the basis of his or her disability.

Although the small size of many of our aircraft may limit some of our flexibility (e.g. inability to fit non-collapsible electric wheelchairs), we will accommodate our Customers' special needs to the greatest extent possible, with dignity and respect, and in compliance with U.S. Department of Transportation Part 382. We encourage Customers with special needs to speak with a representative of Cape Air (1-800-CAPEAIR) prior to booking so that we may offer appropriate guidance and support for your travel.

2. Guidance for Customers

- a.) Assistance from Cape Air. Customers who, because of age, mental or physical condition, disability or impairment, require individual attention or consideration to enplane or deplane an aircraft or to manage oneself during the flight in normal operations or emergency conditions, will be afforded reasonable assistance by Cape Air employees. This assistance will be in a dignified, safe, professional and courteous manner and at all times Cape Air will consult with the Customer about any assistance and special plans arranged on the Customer's behalf. Cape Air will extend this assistance to all qualified individuals with a disability as this legal term is more broadly defined to protect all those who may otherwise suffer from discriminatory practices. This assistance may include, depending upon the limitations of the aircraft and ramp/dock, steadying a Customer or providing a helping hand as the Customer ascends or descends the step(s), assistance in getting to or from the seat, and assistance with loading and retrieving carry-out or assistive devices stowed on board. Employees are not permitted, however, to lift or carry Customers on board the aircraft or assist with medical services. Should assistance beyond these measures be necessary for the Customer's safety, please refer to the Section discussing Safety Assistants in this Section. As the safest seating arrangement for Customers needing additional support may vary with the situation and with the aircraft type, Cape Air may offer to pre-board the Customer or may suggest boarding the Customer last for access to the most accessible seat.

- b.) Guidance for Boarding. Customers must be physically able to ascend/descend several steps with minimal assistance to access Cape Air aircraft. Physical limitations of the aircraft preclude the use of assistive devices typically available for access to larger aircraft, such as jet bridges, lifts, or boarding chairs.
- c.) Additional guidance for travel onboard our Cessna Caravan Amphibian. Access is land-side at an airport or water-side from a floating dock to which the aircraft is tethered. Boarding land-side requires the Customer to ascend approximately 12 steps and there are handrails on both sides of the steps for self-support. Boarding via water-side requires the Customer to step from a dock onto the airplane pontoon, akin to stepping into a boat on the water. Once the Customer has stepped onto the pontoon, the Customer must then climb a few stairs with the support of only a helping hand as there is no railing for these stairs. While unlikely, there is the possibility in some situation that the Customer may be required to cross a soft surface such as sand to reach the aircraft. It is important to note that amphibious aircraft operate in a seashore and marine environment where facilities are often unavoidably slippery or wet. Passengers are urged to use extreme caution on all docks, ramps, floats, and when entering and exiting aircraft. Please do not hesitate to take extra time or seek assistance in moving about facilities or on and off our aircraft, as your safety and that of our employees is our highest priority.
3. Qualified Individuals with a Disability and Safety Assistants.
- a.) Safety Assistants. Customers who need additional support may travel with a safety assistant who is able to provide the extra assistance required for the Customer's safety. This support may include lifting a Customer for boarding and deplaning, so long as the weight limit of the aircraft stairs is not exceeded.
- b.) Essential Safety Assistants Required. Cape Air will not require any individual covered by this Section to be accompanied by a safety assistant unless it is determined that such assistant is **essential** for safety. Cape Air may require a Customer meeting any of the following criteria travel with a safety assistant as a condition of being provided air transportation in the interest of the Customer's essential safety needs. In these circumstances, Cape Air will not charge for the transportation of the safety assistant:
- A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from Cape Air personnel, including the safety briefing required by 14 CFR 121.571(a)(3), (a)(4) and 135.117(b).
 - A person with a mobility impairment so severe that the person is unable to physically assist in his or her evacuation of the aircraft; or
 - A person who has both severe hearing and severe vision impairments if the person cannot establish some means of communication with Cape Air personnel adequate to permit the transmission of the required safety briefing.
 - If because there is not a seat available on a flight for a safety assistant whom Cape Air has determined to be necessary, the individual will be eligible for denied boarding compensation. For the purposes of the determination of seat availability, the assistant will be deemed to have checked in at the same time as the Customer herein.
4. Advance Reservations and Check-In. Advance reservations and early check-in are recommended, although not required, to ensure time to coordinate the collaboration

needed for the safe boarding of qualified individuals with a disability and any assistive devices.

c. Oxygen

1. Use On Board Not Permitted. Personal oxygen supplies, canned oxygen, Continuous Positive Airway Pressure (CPAP) machines, and oxygen cylinders are **not** permitted to be **used** on board and Cape Air is not authorized to provide medical oxygen. Due to safe stowage limitations, Cape Air does **not** permit the **use** of Portable Oxygen Concentrators (POCs) onboard the aircraft.
2. Transport on Board Requirements and Exclusions.
 - a.) Portable Oxygen Concentrators (POCs). While use is not permitted at any time, Cape Air accepts onboard the aircraft for transport as checked or carry-out baggage POCs that meet FAA acceptance criteria for carriage. POCs that meet the acceptance criteria for carriage onboard aircraft are identified by either:
 - Bearing a permanent label, on the exterior of the device, in red text which states, "The manufacturer of this POC has determined this device conforms to all applicable FAA acceptance criteria for POC carriage and use onboard aircraft."; or
 - The POC is included on the following list of POCs previously approved by the FAA for use onboard the aircraft: AirSep Focus; AirSep FreeStyle; AirSep FreeStyle 5; AirSep LifeStyle; Delphi RS-00400; DeVilbiss Healthcare iGo; Inogen One; Inogen One G2; Inogen One G3; Inova Labs LifeChoice; Inova Labs LifeChoice Activox; International Biophysics LifeChoice; Invacare Solo2; Invacare XPO2; Oxlife Independence Oxygen Concentrator; Oxus RS-00400; Precision Medical EasyPulse; Respiroics EverGo; Respiroics SimplyGo; SeQual Eclipse; SeQual eQuinox Oxygen System (model 4000); SeQual Oxywell Oxygen System (model 4000); SeQual SAROS; and VBox Trooper Oxygen Concentrator.
 - POCs which do not conform to the above acceptance criteria may be transported as a portable electronic device (PED) so long as they do not contain any hazardous materials and are transported in accordance with all of the rules which apply to the carriage of a PED (e.g. battery policies, etc.).
 - b.) Personal oxygen cylinders and canned oxygen. These are **not** permitted onboard the aircraft for transport at any time, as checked baggage, carry-out baggage, or carried on board the aircraft. Customers connecting to or from other airlines should take particular note of this restriction.
 - c.) Continuous Positive Airway Pressure (CPAP) machines. These are permitted onboard the aircraft for transport as checked or carry-out baggage.
3. Additional Baggage Allowance. For any device that may be transported in accordance with this section, although the device must not exceed size and weight requirements as noted in our Section on Baggage, these devices are assistive devices for Customers with disabilities. As such, they do not count toward baggage allowance limits.
4. Connecting Customers. When connecting to or from any flight, including interline and codeshare partners, the Customer is responsible for notifying and making independent arrangements directly with the other airline.

d. *Medical Transport.* Cape Air does not provide air ambulance or in-flight patient care services, and is unable to accommodate stretchers on board scheduled flights. In some Cape Air destinations (excluding destinations served by the Cessna Caravan Amphibian), Cape Air may be able to accommodate stretchers on specified aircraft for routine medical transport, provided that patient care equipment is not required for basic or advanced life support during such transport. In such case, medical personnel or in-flight patient care equipment may be provided but if supplied only for the patient's comfort and not medically required as noted in the previous sentence. When approved by the FAA, Cape Air will accommodate Passengers requiring respirators, ventilators and other such equipment. All equipment must be able to be safely stowed on board the aircraft. Please contact our Reservations Office for more information regarding any particular request.

e. *Service Animals*

1. General. Cape Air makes all reasonable accommodation for Service Animals (see definition) to accompany Passengers in the aircraft cabin free of charge subject to the conditions in this section. These conditions are based on limitations due to the size and nature of the aircraft and the safety of all on board.
2. Advance Reservations. Advance reservations are recommended. For safety reasons, Cape Air is only permitted to transport one live animal (that is, Service Animal or pet) per aircraft unless the live animals are from the same family. Only one live animal per aircraft may be booked confirmed space. Multiple live animals from the same family are permitted on the same aircraft; however it is possible that, due to space or weight constraints, the Passenger and live animals may not be able to be accommodated on any particular flight. Live animals are approved and carried on a first-come, first-served basis. Should a live animal have a confirmed booking but a Passenger with a Service Animal request to be boarded, Cape Air will seek out all alternatives available including offering the Passenger with the pet confirmed space on the next available flight to accommodate the Service Animal. Only if no options are available will Cape Air offer the less desirable alternative to the Passenger with the Service Animal of traveling on a later flight.
3. Limitations and Exclusions.
 - a.) Size and Weight. For most of our aircraft, there is no size or weight limit for a Service Animal; However, Customers with large or unusually-shaped Service Animals used for emotional support are encouraged to contact Cape Air in advance to be sure the live animal can be safely transported on board our relatively small-sized aircraft

Due to the nature and size of the Britten Norman Islander and Cessna Caravan Amphibian aircraft, Service Animals in excess of 35 pounds cannot be safely carried on board.

- b.) Safety-based Limitations and Exclusions. Unusual animals/reptiles which pose unavoidable safety and/or public health concerns, such as snakes, other reptiles, rodents and spiders, will not be accepted for transport. Certain Service Animals, such as monkeys, must be small enough to occupy a confined space designated by the Cape Air agent as required for the safety of the animal and all Passengers on board.

A Service Animal will be denied boarding or removed from the flight if the animal cannot be contained by the Passenger or otherwise exhibits behavior that poses

a threat to the health or safety of other Passengers or a significant threat of disruption.

- c.) Compliance with Laws. Regulations at the Passenger's final or intermediate destination(s) may apply and impose further requirements or restrictions. The Passenger assume full responsibility for compliance with all government requirements, regulations, or restrictions, including entry permits and required health certificates of the country, state, or territory from and/or to which the animal is being transported. Please be advised that local quarantine requirements may apply and Customers should consult local quarantine regulations in advance.
4. Harnesses and Carriage Generally. Service Animals must be secured with a harness and leash and remain under the direct control of the Passenger at all times. The Service Animal must not obstruct emergency exit rows, aisles, or any other area that must remain clear in order to facilitate an emergency evacuation. Service Animals may not occupy a seat. A Cape Air agent will determine the appropriate seating arrangement and will assist with securing the Service Animal on board.
5. Identification and Other Requirements for Acceptance Cape Air will accept as evidence that the animal is a Service Animal such items as identification cards, other written documentation, and the type of harness or markings on the harness, tags, or other credible assurances.

Passengers requesting to travel with a Service Animal that is used as emotional support must additionally provide documentation that is not older than one year from the date of the initial flight on the letterhead of the a licensed mental health professional stating the following: (1) the Passenger has a mental or emotional disability recognized by the Diagnostic and Statistical Manual of Mental Disorders- Fourth Edition (DSMIV); (2) the Passenger needs the emotional support animal as an accommodation for air travel and/or for activity at the Passenger's destination; (3) the individual providing the assessment is a licensed mental health professional and the Passenger is under his or her professional care; and (4) the date and type of the mental health professional's license and the state or jurisdiction in which it was issued. Cape Air reserves the right to authenticate any documentation presented. For Customers traveling on a connecting itinerary with Cape Air and another airline, please contact our partner airline prior to travel as most have additional notification and documentation requirements that must be met to bring an emotional support animal on board a connecting flight.

6. Responsibility of the Passenger/Handler. The Passenger assume full responsibility for the safety, well-being, and conduct of its Service Animal, including the interaction of the Service Animal with other Passengers who may come in contact with the animal while on board the aircraft
- f. **Customer Resolution and Air Carrier Access Act.** At any time during the course of travel, Customers with disabilities can contact our Customer Care Office to answer questions and help resolve complaints, disagreements, or alleged violations related to Department of Transportation regulations. See our section on "Customer Care" for contact information, or visit our web site.

You may download a PDF version of the Department of Transportation 14 CFR Part 382, Nondiscrimination on the Basis of Disability in Air Travel at www.capeair.com. You can also obtain a copy of this regulation in an accessible format from the Department of Transportation by any of the following means:

1. By telephone: Toll-Free Hotline for Air Travelers with Disabilities
1-800-778-4838 (voice)
1-800-455-9880 (TTY)
2. By telephone: Aviation Consumer Protection Division
202-366-2220 (voice)
202-366-0511 (TTY)
3. By mail: Air Consumer Protection Division
C-75, US Dept. of Transportation
1200 New Jersey Ave., SE.
Washington, DC 20590
4. By web: Aviation Consumer Protection Division’s Web site
<http://airconsumer.ost.dot.gov>

g. Unaccompanied Minors (“UM”).

1. General. We welcome young Customers on our flights, but, for their safety, have policies about when a minor can travel alone and when an adult must accompany the child during travel.
2. Age and Requirements.

Age of Minor Traveling Alone*	Rule
Minors < five (5) years	Not accepted for travel if traveling alone*
Minors five (5) – eleven (11) years, Unaccompanied Minor Rule applies	Accepted for travel on non-stop Cape Air (9K-only) marketed flights under the rules and requirements for travel as an Unaccompanied Minor. No online or interline connections permitted.
Minors or adults > eleven (11) years	Parents or guardians may request any person to be escorted as an Unaccompanied Minor per the Unaccompanied Minor rules on non-stop Cape Air (9K-only) marketed flights.

“Traveling Alone” means a minor traveling physically unaccompanied or traveling with a Passenger who is not at least the age of a “Young Traveler” as defined below.

3. Service Charge and Fares. There is no additional service charge or escort fee for Unaccompanied Minors traveling on Cape Air marketed (9K) flights.
4. Connecting Itineraries. Unaccompanied Minors are not accepted for interline connecting itineraries, including to/from codeshare partners.
5. Positive Identification for Custody. The Unaccompanied Minor must be brought to the airport by a parent, guardian or responsible adult, provide Cape Air with the name, address and phone number of the parent, guardian or responsible adult who will meet the Unaccompanied Minor at the destination airport, and remain with the Unaccompanied Minor until the flight is boarded. Appropriate identification must be presented to Cape Air before the Unaccompanied Minor will released into the custody of the designee at the final destination. We recommend checking-in early to ensure there is adequate time to complete the required paperwork.
6. Refusal to Transport. The welfare of Unaccompanied Minors is a matter we take very seriously. Cape Air reserves the right to refuse transportation if the Company believes there is a significant chance that the flight on which the Unaccompanied Minor holds a reservation may be delayed or terminate at an airport other than the intended destination. Although permitted, Customers should exercise caution when

booking Unaccompanied Minors for travel on the last flight of the day from any Cape Air location.

7. Flight Cancellations and Diversions. In the event of flight cancellation, diversion, substantial delay or other irregularity within the Cape Air route system, the agent in charge or crew member will retain custody of the Unaccompanied Minor until that custody is transferred to a Cape Air agent or the parent, guardian or responsible adult named on the UM paperwork. In the event of a flight diversion to an airport not staffed by Cape Air personnel, Cape Air will make every effort to contact the parent, guardian or responsible adult identified on the UM Form to coordinate agreeable and suitable arrangements. A crew member will retain custody of the Unaccompanied Minor until such arrangements are coordinated. Cape Air will bear all reasonable costs associated in this instance to ensure the safety of the Unaccompanied Minor.
8. Cape Air Assumes No Additional Responsibility. Cape Air assumes no responsibilities for Unaccompanied Minors beyond those applicable to an adult Customer.

h. *Young Travelers*

1. General. Young Travelers are young adults between twelve (12) and seventeen (17) years who may travel independently, as adults, on Cape Air (9K-only) marketed flights. Escort services like those provided for Unaccompanied Minors are generally not provided for Young Travelers.
 2. Connecting Itineraries. The minimum age requirement for traveling alone varies and Customers must consult connecting airlines directly to ensure that the Young Traveler connecting to or from Cape Air will be accepted for independent travel on our interline or codeshare partner airline.
 3. When Accompanying Minors. Minors who travel on Cape Air (9K-only) marketed flights with a Young Traveler are not "unaccompanied" or "traveling alone" and therefore are not subject to the rules for travel as an Unaccompanied Minor. Please be sure to consult with any connecting carrier as a partner airline may or may not permit a Young Traveler to serve as an accompanying adult for a minor.
- i. *Infants.*** Under two (2) years of age, infants are accepted at no additional charge if seated on the lap of an adult Passenger. Proof of age of the infant Passenger may be required. An FAA or aircraft-approved infant or child-safety car seat may be used on board when a seat is purchased for the infant. For some destinations (typically international) even when an infant travels free of charge, government taxes may apply. Travel by air for infants less than 7 days of age is not recommended and we suggest Customers consult their physicians for further guidance. Infant travel policies differ for each airline partner so it's important to check with each individual airline if you have a connecting itinerary.
- j. *Traveling while Pregnant.*** Travel during the ninth month of pregnancy is not recommended and we suggest Customers consult their physicians for further guidance. We prefer any woman traveling while pregnant present a certificate from a doctor stating that the Customer has been examined and has been found to be physically fit for air travel during the specified time, and that the estimated date of delivery is after the date of the flight. It's best to consult a physician within 72 hours of time of departure to have the most current information. Travel policies may differ for each airline partner so it's important to check with each individual airline if you have a connecting itinerary.

- k. Customers of Size Requiring Additional Space on Board the Aircraft.** To ensure that all Customers have access to safe and comfortable seating on board, we are providing the below guidance.

The design of the seat belt system for our aircraft does not permit Customers to sit on or between two seats and/or use seat belts adjacent to different seats to secure themselves during flight. For this reason, each Customer must be able to sit in one seat and use the seat belt intended for the seat in which he or she is seated. Seat belt extenders, generally extending the length of a seat belt 24 inches, are available on the Cessna 402 for Customers who may need to lengthen the size of the belt. Seat belt extenders are not generally permitted for use with the shoulder harness belt system installed in the Britten Norman Islander and the Cessna Caravan Amphibian. The width of each seat and seat belt capacity may be used as a guide when determining whether someone may be safely accommodated on board our aircraft. For the Cessna 402, the seat width is 17 inches, seat belts are typically 40 inches in length across the lap and the aircraft door width for entry is 22 inches. For the Britten Norman Islander, the seating is "bench" style, the available space for each Passenger being 1/2 of the bench seat which is approximately 18 inches. Seat belts are typically 40 inches in length across the lap and the aircraft door width for entry is 36 inches wide for all doors except one which is 24 inches. For the Cessna Caravan Amphibian, the seat width is 18 inches, seat belts are typically 38 inches in length across the lap and the aircraft door width for entry is 42 inches wide x 50 inches tall.

Customers of size may contact our Reservations Office in advance to let us know they may need additional time or assistance to board, or they may discuss their needs with our Airport Customer Service Agents. Customers of size must be able to be transported without compromising the safety of themselves or other Passengers on board the aircraft; however Cape Air will not refuse to provide transportation to any Customer solely because a Customer's size results in an inconvenience to crewmembers or other Passengers.

- L Traveling with Prisoners.** When a law enforcement agency needs to transport a prisoner with an armed Law Enforcement Officer (LEO), Cape Air must be notified 24 hours prior to the scheduled departure time, or, if not 24 hours, as far in advance as possible. This notification must include (1) the identity of the prisoner and (2) whether the prisoner is considered "high-risk" or "low-risk". For additional conditions of acceptance and requirements for transport, please contact Cape Air.

When connecting to or from any flight, including interline and codeshare partners, the Customer is responsible for notifying and making independent arrangements directly with the other airline.

6. Cancellation of Reservations

- a. Liability Limitations.** Cape Air is not liable for any consequential, compensatory or other damages when cancellations occur (for both confirmed and unconfirmed reservations) in accordance with this rule.
- b. Airport Check-in, Show Times, and Re-check Requirements.**
- 1. General.** All Customers must check-in and/or arrive at the Cape Air ticket counter within the guidelines provided in the below chart. Check-in may occur with a Cape Air agent at the Cape Air departure ticket counter, online at www.capeair.com (*coming soon*), or with a partner airline with whom we offer the ability to check-through to your final destination. The requirements to further present yourself to a

ticket counter agent or re-check at the gate will depend on whether you have checked-bags and/or a boarding pass.

2. Re-Check Requirement when Connecting to Cape Air. **Customers who receive boarding passes through www.capeair.com or a partner airline must re-check with a Cape Air agent within the time limits in the below chart.** This provides us the opportunity to gather information required to perform our weight and balance and to manage any baggage you may be carrying.
3. Boarding Times. All Cape Air flights board approximately 10 – 15 minutes before departure time. Passengers must be checked-in, re-check (if applicable), and be present and ready to board 20 minutes prior to departure time.
4. Failure to Check-In, Re-Check, or be ready to Board as Recommended. Failure to check-in, arrive at our ticket counter, re-check, or be present for boarding within the recommended guidelines as provided in this section jeopardizes our ability to depart as scheduled, on-time. As a result, any Passenger who fails to meet these guidelines is subject to having his or her flight reservation cancelled, including connecting and return reservations within the same itinerary.

If you are checking bags, failure to observe these minimum times may result in insufficient screening time by the airports and your bag may not be delivered to us in time for your flight

In addition, although we do our best to plan for carriage of both Passengers and their bags for every flight, sometimes actual weights exceed these planning limits and measures must be taken to manage the circumstances at hand. Weather or other flight planning conditions may also require the carriage of additional fuel further limiting our ability to carry all that we originally planned for each Passenger. In these instances, Passengers who check-in or re-check after the recommended times and any Excess Baggage are the most likely to be reaccommodated on another Cape Air flight.

5. Guideline Chart. The guidelines are only a recommendation based on the best information available at the time of publication. Conditions may vary by airport, date of travel or during peak travel times. Cape Air is providing general guidance to assist in decision-making and offers no guarantees to Customers complying with these recommendations; however, failure to observe these guidelines may subject the Passenger to the ramifications as described in this section. **It is the Customer's responsibility to arrive at the airport with enough time for all airline and airport processing requirements to be met.**

Departing From	To	Checking Bags	Not Checking Bags and WITHOUT Boarding Pass	Not Checking Bags and WITH Boarding Pass
Albany Billings Boston Chicago St.Louis San Juan Any City Not Listed	All Cities	Baggage check-in at ticket counter 60 Minutes before departure	Check-in at ticket counter 60 Minutes before departure	Re-check required at gate 30 Minutes before departure
All Cities	Albany Billings Boston Chicago St. Louis Any City Not Listed	Baggage check-in at ticket counter 60 Minutes before departure	Check-in at ticket counter 45 Minutes before departure	Re-check required at ticket counter 30 minutes before departure
St. Croix St. Thomas Tortola Virgin Gorda	San Juan	Check-in or Re-check at ticket counter 60 minutes before departure		
Culebra Mayaguez Vieques	San Juan	Check-in or Re-check at ticket counter 30 minutes before departure		
St. Croix St. Thomas	St. Thomas St. Croix	Check-in or Re-check at ticket counter 30 minutes before departure		
St Thomas Tortola/Virgin Gorda	Tortola / Virgin Gorda St Thomas	Check-in or Re-check at ticket counter 60 minutes before departure		
St. Croix	Vieques	Check-in or Re-check at ticket counter 60 minutes before departure		
Vieques	St. Croix	Check-in or Re-check at ticket counter 30 minutes before departure		
Hyannis Lebanon Martha's Vineyard Nantucket New Bedford Provincetown White Plains	Hyannis Lebanon Martha's Vineyard Nantucket New Bedford Provincetown White Plains	Check-in or Re-check at ticket counter 30 minutes before departure		
New York City	White Plains	Board shuttle at NE corner of 35th ST and 8th Avenue, 10 min before departure		

- c. **Failure to Use Each Flight Segment.** Cape Air tickets are priced and sold based on the itinerary and not as individual flight segments. If the Customer foresees a change or must make a change to an itinerary while enroute, he or she must contact Cape Air, or the original ticketing representative, to determine how this may affect the ticket and remaining travel plans. Failure to do so may result in cancellation of all or part of the itinerary or forfeiture of the partial or total value of the ticket.

- d. **No Show Customers.** Cape Air may cancel, without notification and in addition to other measures referenced in this Contract of Carriage, all continuing and returning portions of an itinerary contained in the same reservations record, including other airline segments, when a Customer No Shows for a flight.
- e. **Ticket Time Limits.** If the Customer has not purchased a validated ticket for a confirmed seat for a reservation with ticketing time limits as defined by the fare rules, the reservation will be cancelled without notice at the expiration of the time limit. For tickets purchased pursuant to interline, codeshare or airline partner agreements, or through on-line or agency channels, different time limits may apply.
- f. **Refusal to Transport.** If Cape Air's refusal to transport the Customer is for reasons defined in section "Refusal to Transport", the reservation will be cancelled.
- g. **Record of Cancellation.** When there is a record that a reservation was cancelled (either by Cape Air, the Customer, the Customer's agent, or Cape Air's airline partner) after a ticket for a confirmed flight was issued, the ticket may not be accepted for the flight specified. In such event, Customers will not be eligible for denied boarding compensation. If the Customer has purchased the ticket and the reservation is cancelled pursuant to this paragraph, Cape Air may refund the ticket in accordance with its refund policy or offer flight accommodations on the next flight with seats available.
- h. **Weather, Force Majeure, Governmental Regulations.** When cancellation is necessary due to weather, required to comply with any governmental regulation, or due to conditions beyond Cape Air's control (including Force Majeure Events), Cape Air may cancel the flight and all corresponding Customer itineraries.
- i. **Failure to Comply.** When the Passenger fails to comply with the rules set forth herein, Cape Air may cancel any and all portions of the Customer itinerary.
- j. **Fictitious and Duplicate Bookings.** Multiple bookings of a fictitious nature are prohibited. In the event Cape Air determines that an individual has confirmed bookings to one or more destination(s) on or about the same time and date(s), Cape Air reserves the right to cancel all confirmed space associated with the duplicate reservations. When such case arises, Cape Air will make every effort to contact the Customer in advance; however Cape Air reserves the right to cancel this space without notice to the Passenger or the person making the booking.
- k. **Prohibited Practices Relating to Tickets.** The following practices are prohibited by Cape Air. When a ticket is purchased and used in violation of these rules or any fare rule, Cape Air has the right in its sole discretion to take all actions permitted by law, including but not limited to, (1) invalidate the ticket; (2) cancel any remaining portions of the Passenger's itinerary; (3) refuse to board, (4) require additional collection for actual ticket value, (4) confiscate any unused flight coupons, or (5) any other legal remedy.
 - 1. **"Hidden Cities Ticketing" or "Points Beyond Ticketing".** Fares apply for travel only between the points for which they are published. Tickets may not be purchased and used at fare(s) from an initial departure point on the ticket which is before the Passenger's actual point of origin of travel, or to a more distant point(s) than the Passenger's actual destination, even when the purchase and use of such tickets would produce a lower fare.

2. "Throwaway Ticketing". The purchase and use of roundtrip tickets for the purpose of one-way travel is prohibited, even when the purchase and use of such ticket would produce a lower fare.
 3. "Back to Back Ticketing". The use of flight coupons from two or more different tickets issued at roundtrip fares for the purpose of circumventing applicable fare rules (such as advance purchase or minimum stay requirements) is prohibited.
- i. *Overbooking.*** Cape Air's flights, including flights operated as codeshare flights or pursuant to airline partner agreements, are subject to overbooking which could result in Cape Air's inability to provide previously confirmed reserved space for a given flight. In such a situation, Cape Air's policy on Denied Boarding will apply. Please refer to this section of this contract for more information.

7. Fares

- a. *General.*** Cape Air offers a wide range of fares on all flights. Not all fares are available at all times on all flights. For discount fares, seating may be limited and restrictions may apply. The fare charged on the ticket applies only to the transportation specified thereon. Any Passenger-initiated changes to such transportation may result in a change in the fare, assessment of monetary penalties, or loss of transportation value. All fares are subject to change without notice. For more information regarding any specific fare, its eligibility requirements and restrictions, please ask a Cape Air agent or read the information provided when booking online at www.capeair.com.
- b. *Lowest Available Fare.*** When Customers contact our Reservations Office, visit our Airport or City Ticket Offices, or book flights through www.capeair.com we will offer the lowest fare available through that booking channel for which the Customer is eligible for the date and flight requested at the time of the request. Customers should advise Cape Air of any special status that might qualify them for any special fare or discount. If a Customer indicates flexibility in his/her travel plans in order to obtain a lower fare, our agents will offer to check availability for specific alternative dates and times. Occasionally, lower fares may be available online at www.capeair.com, and our partner airlines may have lower fares for their segments via their Reservations Offices, Ticket Offices, or website.
- c. *Instant Purchase with Refund within 24 Hours of Purchase.*** Although we require instant purchase at the time of booking, Cape Air will provide the opportunity for Customers to think about their travel plans, consult travel companions, or seek alternative transportation options. For reservations made through our Reservations Office, City and Airport Ticket Offices, and www.capeair.com, Customers may cancel ticketed reservations and obtain a 100% refund, without penalty, to the original form of payment within 24 hours of the purchase, even for non-refundable tickets. Changes to the itinerary in lieu of cancellation by the Customer may result in a change in the fare.
- d. *Cancellation Policies.***
1. General. On booking at www.capeair.com or through our Reservations and Airport and City Ticket Offices, or upon request, our representatives will disclose your itinerary and any ticketing cancellation policies which apply. Cancellation policies vary depending upon the fare purchased, including whether the ticket was purchased through Cape Air, a partner airline, or agency. These policies are included in the fare rules published with ATPCO and available for inspection at the time of ticket purchase. Reasons for cancellation, in addition to cancellation policies specific to

your ticket, may be found in our Contract of Carriage in the Section "Cancellation of Reservations."

2. Most Fares, including Refundable Fares, require 24 hours' notice to avoid penalty. For most of Cape Air's fares, as published with ATPCO, cancellations received within 24 hours of departure are subject to additional penalties.
 - a.) For Non-Refundable tickets, such cancellation may impact eligibility to reuse the ticket or apply the ticket value toward the purchase of a future ticket.
 - b.) For Refundable tickets, such cancellation may impact eligibility for a full refund.
 - c.) **Exception:** Changes made on the day of departure are permitted and are not considered a cancellation in accordance with this rule if (1) the flight change is made prior to the time for departure of the original reservation and (2) Cape Air is able to accommodate the Customer on a new flight on the original day of travel. Additional fees may apply depending upon the fare rules for the original ticket.
- e. **Consumer Disclosures.** If there is further information available, such as whether the flight is operated by a partner airline or a change of aircraft for a single-numbered flight is required, this information will be provided as the reservation is made.
- f. **Waiver of Restrictions or Rules.** Cape Air may waive fare restrictions or offer special fares in its sole discretion for Passengers faced with emergency travel situations.
- g. **Surcharges.** Cape Air reserves the right to impose surcharges, such as a surcharge for fuel, in its sole discretion. Such a surcharge will be publicly filed with the Airline Tariff Publishing Company (ATPCO) along with fares and rules in accordance with standard Cape Air procedure.
- h. **Partner Airline Fares.** Fares sold under the trade name of a partner airline pursuant to a codeshare or other airline partner agreement with Cape Air are subject to the rules, terms and conditions as determined by the partner airline that issued and validated the ticket.

8. Tickets and Seat Assignments

- a. **General.** No person will be entitled to transportation except upon presentation of a valid ticket. A ticket which has not been validated or which has been altered or mutilated is not valid. A valid ticket will entitle the Customer to air transportation only between airports of origin and destination via the routing designated on the ticket. Flight coupons will be honored only in the order in which they are intended for use.
- b. **Unused Tickets.** Unused Cape Air tickets are valid for transportation for a period of one (1) year from the date of original issue unless a shorter validity period is indicated on the ticket. Cape Air reserves the right in its sole discretion to extend the validity of a ticket in case of emergency, illness, or other such situations. Tickets purchased through agents or airlines with which Cape Air has agreements are subject to the rules of those agents and airlines and different provisions may apply.
- c. **Advanced Seat Requests and Emergency Exit Rows.** Cape Air does not guarantee allocation of any particular seat in the aircraft, including advanced seat requests made with airline partners pursuant to interline, codeshare, or other airline marketing partner agreements. This rule applies for flights operated by single or multiple sections of aircraft

and no Customer is guaranteed a particular seat on any flight or section operated under a single flight number. Seats in rows designated as emergency exit seats are only available for those Passengers who are able to meet the requirements as specified in the Company's FAA-approved operating procedures

- d. **Nontransferable.** Tickets are non-transferable. Cape Air is not liable to the owner of a ticket for honoring such a ticket when presented by another person.
- e. **Ticketing Fees.** Cape Air reserves the right to impose ticketing fees, such as a service charge, in its sole discretion. This service charge is non-refundable.

9. Travel Documents

Each Customer desiring transportation across any international boundary is responsible for obtaining all necessary travel documents and for complying with the laws of each country flown from, through, or into which he or she desires transportation. Subject to applicable laws and regulations, Customers must pay the applicable fare whenever Cape Air, on government order, is required to return a Customer to the point of origin or elsewhere due to the Customer's inadmissibility into, or deportation from, a country.

10. Refunds and Lost Tickets

- a. **General.** We strive to provide prompt refunds for eligible tickets once all appropriate documentation is received. When issuing a refund, the refund will include the fare, taxes and any pre-paid optional services. Refunds for purchases made with credit cards are issued to the original form of payment within 7 business days of receipt of the required information. Credit card refunds may take up to 2 billing cycles before appearing on the credit card statement depending upon your specific credit card agreement. Refunds for purchases by cash or check are issued within 20 days of receipt. Refunds will only be issued in the name of the purchaser or Customer, as applicable.
- b. **Lost Tickets.** When a Customer loses a ticket or a portion thereof, the Customer will be required to purchase another ticket, at the original fare paid, before transportation will be furnished between the points covered by the lost ticket. The applicable rules and process for refunds of lost tickets are the same as for refunds, generally, except that there is a waiting period of up to one (1) year before a refund will be issued to ensure the ticket is not found and used. Tickets which are used are not eligible for refund.
- c. **Requesting a Refund on Tickets Issued by Cape Air.** For refund guidelines, please visit <https://www.capeair.com/scripts/refunds.php> . You may also contact our Refunds Department at (508) 957-6909 or refunds@capeair.com.
- d. **Tickets Not Issued by Cape Air.** Cape Air is not obligated to refund a ticket that does not reflect a confirmed reservation on a Cape Air flight or a ticket not issued by Cape Air. For tickets issued by travel agents, online booking agencies or other airlines, including interline and codeshare airline partners, for travel on Cape Air, the Customer must direct the refund request to that agent or airline for processing. In this situation, the agency or other airline refund policy may apply.
- e. **Non-Refundable & Refundable Tickets.** Cape Air issues directly (and through its partner airlines and agents) tickets that are both Refundable and Non-Refundable. Rules in addition to those below regarding eligibility for refunds or exceptions are included in the fare rules published with ATPCO and available for review at the time of ticket purchase.

1. Non-Refundable tickets:

- a.) General Rule. Cape Air will not refund any portion of a ticket that is purchased with a Non-Refundable fare, including the fare and any taxes, fees, or other charges included within the total price paid for the ticket.
- b.) Application of Value Towards Future Purchase. Cape Air may allow a portion of the Non-Refundable fare paid for an unused and Non-Refundable Cape Air ticket to be applied towards the purchase of future travel on Cape Air, provided it is done in accordance with the applicable fare rule in place at the time of such request. Any portion not so applied will not be refunded in any form.
- c.) Value Forfeited for Failure to Honor Cancellation or No Show Policies. Tickets for any reservations not cancelled in accordance with Cape Air's Cancellation Policies or for Customers who No Show for a flight are not eligible to have the ticket value applied towards the purchase of future travel on Cape Air. In this situation, the ticket has no value.
- d.) Extenuating Circumstances. A Non-Refundable ticket which has been deemed to have no value pursuant to this Section may, at the sole discretion of Cape Air, be refunded in full or part, or have its value applied toward the purchase of a Cape Air ticket, in consideration of extenuating circumstances, such as the death of a family member.

2. Refundable tickets:

- a.) General Rule. Cape Air will refund all or any unused portion of a ticket that is purchased with a refundable fare, including the fare, taxes, and other charges included within the total price paid for the ticket, less any service fee, if applicable.
- b.) Value Forfeited for Failure to Honor Cancellation or No Show Policies. Tickets for any reservation not cancelled in accordance with Cape Air's Cancellation Policies or for Customers who No Show for a flight are not eligible for a refund (full or partial) and Customers may not have the ticket value applied towards the purchase of future travel on Cape Air. In this situation, the ticket has no value.
- c.) Extenuating Circumstances. A Refundable ticket which has been deemed to have no value pursuant to this Section may, at the sole discretion of Cape Air, be refunded in full or part, or have its value applied toward the purchase of a Cape Air ticket, in consideration of extenuating circumstances, such as the death of a family member.

f. *Voluntary Refunds.* For tickets eligible for refunds and when a Customer has complied with all applicable provisions of the Contract of Carriage and the fare rules as published with ATPCO, the ticket will be refunded as follows:

- 1. Unused Ticket. If the ticket is totally unused, the full fare paid will be refunded less any applicable service charge or penalty.
- 2. Partially-used Tickets. If the ticket is partially unused, the refund will be the difference between the fare paid and the fare for the transportation actually used as determined by the applicable rules, less any applicable service charge or penalty.

g. *Involuntary Refunds.* In the event that Cape Air fails to provide a previously confirmed seat and does not reroute the Customer either over other Cape Air routes, those of another airline, or via alternative ground or sea transportation, Cape Air will refund directly to the Customer the following. These circumstances may include, but are not limited to, cases of refusal to transport, flight delays, flight cancellations, schedule changes, and schedule irregularities:

1. Unused Ticket. An amount equal to that paid, if no portion of the ticket has been used; or
2. Partially-used Tickets. An amount equal to the applicable fare for the unused segment(s) if a portion of the ticket has been used. In no instance will the amount refunded be greater than the amount paid for the ticket.
3. Limitations and Requirements.
 1. The applicable refund will be granted only if the Customer complies with the provisions set forth in this Contract.
 2. Refund requests must be made prior to the expiration date of the ticket.

11. Interline, Codeshare and Connecting Itineraries

a. *General.* For the purpose of facilitating connecting travel, Cape Air may enter into agreements with independent carriers providing for interline transportation, joint ticketing, special fares, baggage transfer, new sales platforms, reward programs, codeshare flights, and/or other related services. When your connecting itinerary is booked on the same ticket, airlines are able to assist with alternative travel plans in the event of a flight irregularity or schedule change.

Travel on independent carriers is subject to the terms and conditions of the Contract of Carriage of the independent carriers which may be obtained through contact with that carrier.

b. *Applicable Terms for Codeshare Flights.* Cape Air presently markets and operates under its own designated code ("9K"), American Airlines' code ("AA"), JetBlue's code ("B6"), and United Airlines' codes ("UA"), and participates in a variety of interline, codeshare and other marketing agreements with airline partners. For flights marketed and sold under the name and code of another airline, the other airline is responsible for the entirety of the codeshare journey for all obligations to Passengers established in their Contract of Carriage. The rules contained in their Contract of Carriage with respect to ticketing apply to the codeshare services on flights operated by Cape Air. However, rules respecting the operation of Cape Air flights may differ from the codeshare partner's rules. When differences occur, they are in large part based on differences in aircraft size and type and governing operating regulations. As to these rules, except as otherwise provided herein, travel on all flights operated by Cape Air, regardless of marketing, trade names or shared airline codes, is subject to the terms and conditions contained herein. Operational terms and conditions that may differ include, but are not limited to:

1. Check-in times and advanced seat assignments
2. Baggage acceptance – including maximum size and weights, fees, and restricted items
3. Carriage of animals
4. Compensation for denied boarding or flight irregularities (e.g. delays)
5. Oxygen service
6. Irregular operations
7. Acceptance of Customers

It is the intent of Cape Air to help our Customers understand our policies and when differences may apply pursuant to marketing agreements and we attempt to outline major differences within this contract when practicable. Codeshare partner airlines will advise all Passengers when a flight is operated by Cape Air pursuant to a codeshare agreement. In many cases, the codeshare partner airline will publish in its Contract of Carriage a section entitled "Codeshare" or "Partners" and this section is a good place to find an overview of applicable policies. Contracts for Carriage for each carrier are published on the airline's web site.

- c. *Minimum Connecting Times.*** Minimum connecting times apply when booking and ticketing connecting flights between airlines on the same itinerary. Minimum connecting times vary depending upon the location of gates, security screening requirements, and other factors. Customers are encouraged to allow for additional connecting time during peak travel periods. When booking a connecting flight through our Reservations Office,, Airport or City Ticket Offices, www.capeair.com, an airline partner, or an online or travel agency, if the both airlines are ticketed on the same ticket, minimum connecting times are validated for the itinerary.
- d. *Building Your Own Connections.*** Customers who create their own connections through individual tickets separately with different airlines, with or without a Cape Air partner airline, are solely responsible for allowing enough time between flights. Passengers will need sufficient time to claim luggage, transfer between terminals if necessary, and comply with the check-in requirements of the other airline. Allowing two hours is a guideline, but this varies depending on the requirements of the connecting airline, distance between terminals, the destination (international/domestic), and length of check-in and security lines at the airports. When connecting between two airports within the same metropolitan area, please leave additional time for traffic.

12. Services to Mitigate Inconveniences Resulting from Flight Delays, Schedule changes, Re-Routings, and Diversions

- a. *General.*** Getting Customers to their destination on time, as scheduled, is our priority. Unfortunately, there are times when irregularities or changes in schedule occur. In these instances, Cape Air reserves the right to alter the method of transport, route traveled, or services provided for any reason whatsoever (including but not limited to weather, aircraft or unserviceable equipment, or operational conditions or requirements) in accordance with the provisions below.
- b. *Applicability***
 - 1. Flights originating in the United States. Where the Cape Air flight originates in the United States, the provisions of this section apply to a Customer who has a ticket and a confirmed reservation on a flight that incurs a Schedule Change, Schedule Irregularity, or Force Majeure Event.
 - 2. Flights not originating in the United States. Where the Cape Air flight originates outside the United States, the following provisions apply to a Customer who has a ticket and a confirmed reservation on a flight that incurs a Schedule Change, Schedule Irregularity, or Force Majeure Event, unless a local or international law regulates such matter.

3. Schedules are subject to Change. Irregularities or changes do not include times shown on timetables or elsewhere as these are not guaranteed and form no part of this Contract of Carriage. Schedules are subject to change without notice.

- c. *Communication with Our Customers.*** Cape Air will provide Customers with timely updates about any change in flight status (including delays of 30 minutes or more, cancellations, or diversions, within a week of departure) within 30 minutes of becoming aware of the status change, and will strive to provide the best available information concerning the duration of any delay and, to the extent available, the flight's anticipated departure time. We may use one or more ways to communicate this information to you: through boarding area announcements, airport flight status displays, online at www.capeair.com, and, upon request through contact via phone with Cape Air's Reservations Office.

For planned changes in schedule prior to the day of departure, Cape Air will do its best to notify Customers via email or phone using contact information provided by the Customer on booking. For Customers who have made travel arrangements through a travel agent, online agency, or partner airline, Cape Air provides travel change information to these partners so that they may contact Customers using the contact information provided to our partners on booking.

- d. *Schedule Change.*** When a Customer is affected by a planned change in schedule, Cape Air will, at its election and in collaboration with the Customer, arrange one of the following listed below. For changes due to Force Majeure Events, please review that Section for additional rules which apply.
1. Cape Air Flight. Transport the Customer on a substitute flight operated by Cape Air which is close in time to the original flight and terminates at the Customer's final Cape Air destination at no additional cost.
 2. Substitute Carrier Flight. Reroute the Customer over the lines of another carrier with whom Cape Air has agreements for such transportation when there is no substitute Cape Air flight.
 3. Refund. Refund the unused portion of the ticket, including the unused portion of the fare, taxes and any prepaid optional services (regardless whether the ticket as originally purchased is refundable or non-refundable), when no substitute transportation is provided, or it is offered but unacceptable to the Customer.
 4. Connections. Additionally assist Customers with interline itineraries to obtain substitute transportation, when needed because of a Cape Air schedule change, on the same connecting carrier or on another connecting carrier with whom that carrier has an agreement for such transportation. Additional costs may or may not apply depending upon the carrier with whom the Customer has arranged for interline transportation or the vendor from whom the Customer has purchased tickets for travel on the other carrier.
- e. *Schedule Irregularity.*** In order to reduce the inconvenience experienced during cancellations, major delays or misconnections, Cape Air will, at its election and in collaboration with the Customer, arrange one of the following listed below. For irregularities due to Force Majeure Events, please review that Section for additional rules which apply.
1. Cape Air Flight. Transport the Customer on the next Cape Air flight on which space is available.
 2. Substitute Carrier Flight. Reroute the Customer over the lines of another carrier with whom Cape Air has agreements for such transportation.

3. Alternative Ground or Sea Transport. When other options via air are not available, provide alternative transportation via ground or sea with vendors with whom Cape Air has agreements for such transportation.
 4. Refund. Refund the unused portion of the ticket, including the unused portion of the fare, taxes and any prepaid optional services (regardless whether the ticket as originally purchased is refundable or non-refundable), when no substitute transportation is provided, or it is offered but unacceptable to the Customer.
 5. Connections. In the event the Customer misses an onward connecting flight on which space is reserved pursuant to an interline, codeshare, or airline partner itinerary, Cape Air will additionally arrange for substitute transportation.
 6. Amenities. Additionally, amenities for protracted delays or irregularities necessitating overnight stays may be offered at Cape Air's discretion. Such amenities may include lodging, meals, ground transport to access to lodging/meals, and/or special services necessary to maintain the safety and welfare of certain Customers (such as qualified individuals with a disability, unaccompanied minors, and the elderly). No amenities will be provided to a Customer on a flight which is delayed or cancelled at the Customer's home city.
- f. *Force Majeure Events.*** Cape Air may, in the event of a force majeure event, without notice, cancel, terminate, divert, postpone, or delay any flight or reservation and determine if any departure or landing should be made, without liability except to refund for any unused portion of the ticket. When cancellations or major delays are experienced by our Customers because of a Force Majeure Event, Cape Air personnel will assist the Customer to obtain alternative means of travel (on Cape Air, a partner airline, or via ground or sea transportation) or offer a refund of the unused portion of the ticket. Cape Air does not have liability in case of Force Majeure Events beyond the obligation to refund of the unused portion of the ticket. No amenities will be provided to a Customer who experiences travel interruptions resulting from a Force Majeure Event.
- g. *Diversions.***
1. General. It is sometimes necessary for flights to divert, or land at a location other than the flight's intended destination. Medical emergencies and severe weather conditions are examples of situations when a flight could land, unplanned, in another city. If we believe there is a reasonable possibility that a flight will be diverted after take-off (for example, in situation where fog may impede landing on arrival at the destination city), that information will be provided to you before departure and you will be given an opportunity to decide whether you prefer to board the flight or seek alternative transportation. In the event a diversion decision occurs after the aircraft has departed, the crew will inform you when it is safe and possible to do so.
 2. Cancellations in Diversion City. It is possible that a flight will cancel while on the ground in the city to which it diverted. When this happens, Cape Air will, at its election and in collaboration with the Customer, arrange one of the following listed below. If you knew of the possibility of the diversion before boarding the flight and accepted the risk of diversion, Cape Air will do its best to assist you with accommodations or alternative transportation, but will not be financially responsible for providing such accommodation or transportation.
 1. Cape Air Flight. Transport the Customer on the next Cape Air flight on which space is available.
 2. Substitute Air Carrier. Reroute the Customer over the lines of another carrier with whom Cape Air has agreements for such transportation.

3. Alternative Ground or Sea Transport. When other options via air are not available, provide alternative transportation via ground or sea with vendors with whom Cape Air has agreements for such transportation and
4. Amenities. If necessary, provide reasonable overnight accommodations and/or meals.

h. *Liability Limitations*

Except to the extent provided by local or international laws, Cape Air shall not be liable beyond that which is provided herein. Cape Air is not responsible for any special, incidental or consequential damages for failure to meet the commitments of this section.

13. Denied Boarding

a. *General*. When a flight is or becomes oversold prior to departure for whatever reason, unless otherwise required by local or international laws, the following provisions in this Section apply to the Oversold Flight and its Passengers.

b. *Volunteers and Boarding Priority*. Cape Air will actively solicit Customers to voluntarily relinquish their reservations in exchange for free Cape Air tickets, or other compensation, in an amount determined by Cape Air. The request for and selection of volunteers will be in a manner determined solely by Cape Air. If there are not enough volunteers, Passengers may be denied boarding involuntarily in accordance with Cape Air's boarding priority:

1. Passengers who are qualified individuals with disabilities, unaccompanied minors, or Passengers traveling as qualified unaccompanied minors as defined in that section, will be the last to be involuntarily denied boarding if it is determined by Cape Air that such denial may constitute a hardship.
2. The priority of all other confirmed Passengers will be determined by the order in which they check-in for a flight, denial commencing with those who checked-in last.
3. Consideration may also be given to other situations where, in Cape Air's sole discretion, a hardship may exist, as when, for example, the denied boarding results in a misconnect with a Customer's onward journey, the Customer is elderly, the Customer is traveling with an infant, or the Customer is suffering from a medical condition.

Cape Air will not require Customers seated onboard the aircraft to give up their seat for any reason other than safety and security.

c. *Involuntary Denied Boarding and Compensation*. Passengers denied boarding involuntarily due to Oversold Flights shall be compensated by Cape Air through offer of free Cape Air tickets, or other compensation, in an amount determined in Cape Air's sole discretion.

Exceptions: A Passenger denied boarding involuntarily from an Oversold flight shall not be eligible for denied boarding compensation if: (1) the Passenger holding a Ticket for confirmed reserved space does not comply fully with the requirements in this Contract of Carriage regarding ticketing, check-in, re-check procedures and acceptance for transportation; (2) the Passenger is denied boarding because the flight is cancelled; (3) the Passenger is denied boarding because a smaller capacity aircraft was substituted for safety or operational reasons; (4) on a flight with 60 seats or less, the Passenger is denied boarding due to weight/balance restrictions when required for operational or safety reasons; (5) the Passenger is offered accommodations in a section of the aircraft other than specified on the ticket at no extra charge; (6) the Passenger is accommodated on alternate transportation at no extra cost which is scheduled to reach the Passenger's

next stopover (if any) or final destination within one hour of the planned arrival time of the Passenger's original flight; (7) the Passenger is an employee of Cape Air or another carrier or other person traveling without confirmed reserved space; (8) the Passenger does not present him/herself at the boarding location for boarding within the times specified in this Contract of Carriage for boarding cut-off times

No Passenger will be eligible for compensation if the ticket was issued for free or reduced rate employee-industry travel.

d. *Transportation and Amenities for Passengers Denied Boarding.* When Cape Air is unable to provide previously confirmed space due to an Oversold Flight (whether the denied boarding is voluntary or involuntary), Cape Air will, at its election and in collaboration with the Customer, arrange one of the following listed below. Except to the extent provided by local or international laws, Cape Air shall not be liable beyond that which is provided herein.

1. Cape Air Flight. Transport the Customer on the next Cape Air flight on which space is available.
2. Substitute Carrier Flight. Reroute the Customer over the lines of another carrier with whom Cape Air has agreements for such transportation.
3. Alternative Ground or Sea Transport. When other options via air are not available, provide alternative transportation via ground or sea with vendors with whom Cape Air has agreements for such transportation.
4. Refund. Refund the unused portion of the ticket, including the unused portion of the fare, taxes and any prepaid optional services (regardless whether the ticket as originally purchased is refundable or non-refundable), when no substitute transportation is provided, or it is offered but unacceptable to the Customer.
5. Connections. In the event the Customer misses an onward connecting flight on which space is reserved pursuant to an interline, codeshare, or airline partner itinerary, Cape Air will arrange for substitute transportation.
6. Amenities. Additionally, amenities for protracted delays or irregularities necessitating overnight stays may be offered at Cape Air's discretion. Such amenities may include lodging, meals, ground transport to access to lodging/meals, and/or special services necessary to maintain the safety and welfare of certain Customers (such as qualified individuals with a disability, unaccompanied minors, and the elderly).

e. *Limitation of Liability*

Acceptance of compensation for voluntary or involuntary denied boarding in whatever form constitutes full compensation for any and all damages arising as a result of Cape Air's failure to provide the Passenger with confirmed reserved space. By accepting such compensation, the Customer will be deemed to have waived any and all claims or actions against Cape Air in connection with Cape Air's failure to provide such transportation. Cape Air shall in no case be liable for punitive, consequential or special damages arriving out of or in connection with Cape Air's failure to provide the Passenger with confirmed reserved space.

14. Substitute or Other Transportation

a. *Substitute Transportation.* In accordance with provisions within this Contract of Carriage, particularly when it is necessary to mitigate Customer inconvenience due to schedule changes or operational irregularities, Cape Air may arrange for and offer substitute transportation on an alternate airline, or via an independent water or ground transportation company. Such substitute transportation may or may not include other non-air services such as accommodations or meals. In acceptance of such substitute transportation or services, the Customer agrees that any such service is performed by

independent operators. Anything done by an employee, agent or representative of Cape Air in facilitating a Customer's transportation by alternate means shall in no way make Cape Air liable for the acts or omissions of such independent carrier. In making such arrangements, regardless of the method or responsibility of payment therefor, Cape Air acts only as the Customers' agent in doing so and the terms and conditions of the third party service provider will apply.

- b. *Ground Transfer Service.*** Cape Air may offer for sale and/or facilitate ground transfer service as an extension of our flight schedule. Except where ground transfer service is directly operated by Cape Air, it is agreed by the Customer accepting such transportation that any such service is performed by independent operators. Anything done by an employee, agent or representative of Cape Air in assisting the Customer in making arrangements for such independent ground transfer service, regardless of the method or responsibility of payment therefor, shall in no way make Cape Air liable for the acts or omissions of such independent operator. No portion of the air transportation fare shall be refundable in the event local ground services are not used by the Customer.

15. Screening of Customers and Baggage

Customers and baggage are subject to security screening which includes but is not limited to security profiling, physical pat-downs and inspections, x-ray screening, manual bag searches, questioning and the use of electronic, chemical or other detectors. This screening may occur in the sole discretion of the government, airport or Cape Air and with or without the Customer's presence, consent or knowledge. Cape Air is not liable for any damage, loss, delay or injury arising out of security screening.

16. Additional Limitations in Liability/Damages.

- a. *Successive Carriers.*** Carriage to be performed under one ticket by several successive carriers is regarded as a single operation. A carriage does not lose its international character merely because one portion of a single operation is to be performed entirely within the territory of the same sovereign state.
- b. *Warsaw/Montreal Convention Application***
1. General. Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention, including as amended, or the Montreal Convention, including as amended, unless such carriage is not "international carriage" as defined by either Convention, including as amended. Any provision of these rules that is inconsistent with any provision of the Warsaw Convention or Montreal Convention, as applicable, shall, to that extent, but only to that extent, be inapplicable to international transportation.
 2. Warsaw Convention. With respect to all international carriage or transportation governed by the Convention for the Unification of Certain Rules Relating to International Transportation by Air signed at Warsaw, October 12, 1929 or, where applicable, that Convention as amended by the Protocol signed at the Hague on September 28, 1955 (in either case, "the Warsaw Convention"), Cape Air agrees in accordance with Article 22(1) of the Warsaw Convention that, as to all international carriage or transportation hereunder as defined in the Convention:
 - a.) Cape Air shall not invoke the limitation of liability in Article 22(1) of the Warsaw Convention as to any claim for recoverable compensatory damages arising under Article 17 of other Warsaw Convention.

- b.) Cape Air shall not avail itself of any defense under Article 20(1) of the Warsaw Convention with respect to that portion of such claim which does not exceed 113,100 Special Drawing Rights (SDR's).
 - c.) Except as otherwise provided in the preceding paragraphs, Cape Air reserves all defenses available under the Warsaw Convention to such claims. With respect to third parties, Cape Air reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
 - d.) Cape Air agrees that subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the law of the domicile or permanent residence of the Passenger. NOTE: This section regarding the Warsaw Convention shall expire as provided in the U.S. Department of Transportation Order 97-1-2 and be replaced in accordance with any final action or order of the Department entered in Docket OST-96-1607.
3. Montreal Convention. With respect to all international carriage or transportation not governed by the Warsaw Convention or governed by the Convention for Unification of Certain Rules for International Carriage by Air, done at Montreal, May 28, 1999 ("Montreal Convention"), the rules and limits of liability provided in the Montreal Convention shall apply, and as to any claim whatsoever Cape Air waives no such limits of liability and reserves all defenses available under the Montreal Convention to such claims. With respect to third parties, Cape Air reserves all right of recourse against any other person, including without limitation, the rights of contribution and indemnity.

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

4. Other Persons. Nothing herein shall be deemed to affect the rights and liability of Cape Air with regard to any claims brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a Passenger.
- c. *Limitation of Liability.*** Except to the extent the Warsaw or Montreal Conventions or other applicable laws may otherwise require, or except as specifically otherwise provided herein, the following limitations of liability apply:
- 1. Cape Air is not be liable for any death, injury, delay, loss or other damage whatsoever ("damage") to Passengers or unchecked baggage arising out of or in connection with carriage or other services performed by Cape Air, unless such damage is proven to have been caused by the sole negligence or willful misconduct of Cape Air and there has been no contributory negligence on the part of the Customer.
 - 2. Cape Air will not be liable for any consequential, compensatory, indirect, incidental, special or punitive damages arising out of or in connection with the performance of its obligations under this Contract, whether or not Cape Air had knowledge that such damages might be incurred.
 - 3. There are no third party beneficiaries to this Contract.
 - 4. Cape Air will not be liable for any damage arising out of compliance with any laws, government regulations, orders, rules, requirements, and security directives, nor as a

result of a Customer's failure to comply with such items, or as a result of a Customer's reliance on advice provided by Cape Air regarding such items.

5. Services provided for international carriage are subject to the provisions and liability limits of the Warsaw or Montreal Conventions. Application of these Conventions may limit the liability of Cape Air and independent carriers in respect of death, injury or delay of Passengers and for destruction, loss, damage or delay of baggage.
6. Any action brought pursuant to the Warsaw or Montreal Conventions is barred unless commenced within 2 (two) years of the alleged occurrence.
7. Any limitations or exclusions of liability of Cape Air will apply to and be for the benefit for Cape Air's agents, employees, vendors and representatives acting within the scope of their employment and also to any person whose aircraft is used by Cape Air and its agents, employees or representatives within the scope of their employment.
8. Cape Air is not liable for the death or injury of a Customer not occurring on its own operated flights. A carrier issuing a ticket for carriage over the lines of others does so only as agent and is not liable for actions on the part of the operating carrier.

17. Consent to Use Personal Data

Upon booking a ticket for transportation, purchasing other services, or participating in any Cape Air program or service (such as a loyalty program) the Customer authorizes Cape Air and its affiliates (if any) 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 Cape Air believes in good faith that it is in the interests of aviation security or that disclosure is otherwise necessary or advisable or as Cape Air 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; participating in a loyalty program; 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 Cape Air 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 Cape Air and/or its affiliates.

To the extent that Cape Air is subject to the laws of the European Union and Switzerland when processing personal data ("Personal Data") Cape Air shall be the "data controller" under such laws. If you have made a flight booking with us but one or more flights or services are to be provided by other airlines, then that other airline will also separately be considered a "data controller." Your Personal Data will be processed in accordance with the applicable airline's privacy policy and, if your booking is made via an industry agent/GDS, with its privacy policy. These are available at <http://www.iatatravelcentre.com/privacy> or from the airline or industry agent/GDS. This documentation applies to your booking and specifies how your Personal Data is collected, stored, used, disclosed and transferred.

If a Customer wants to learn more about Cape Air's Privacy Policy, it may be viewed at www.capeair.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 contractual or legal rights.

18. Remedies for Violation of Contract

When a ticket is purchased and used in violation of this Contract of Carriage or any fare rule as filed with ATPCO, Cape Air has the right in its sole discretion to take all actions permitted by law, including but not limited to, the following:

- a.** Invalidate the ticket;
- b.** Cancel any remaining portion of the itinerary;
- c.** Confiscate any unused flight coupons;
- d.** Refuse to board the Customer;
- e.** Require additional collection for the actual ticket value. This value is the difference between the lowest fare applicable to the Customer's itinerary and the actual fare paid;
- f.** For both Cape Air and partner loyalty programs, revoke benefits or accrued mileage in Frequent Flyer accounts; and,
- g.** Take legal action with respect to the Customer.

19. Right of Cape Air to Change the Terms of the Contract

Cape Air reserves the right to change the terms of this contract, flight schedules, and fares without notice; provided that no such change will apply to tickets issued prior to the effective date of such change.