

# ZIPAIR Conditions of Carriage

Effective December 28, 2024

## 1. DEFINITIONS

**"Ancillary Services"** means Baggage allowance, seat assignment, meals, refreshments and/or the services associated with Carriage.

**"Applicable Laws"** means such laws, cabinet orders and ministerial ordinances and other governmental regulations, rules, orders, demands or requirements of any state or country as will apply to Carriage of a Passenger and/or Baggage to be performed by ZIPAIR.

**"Convention"** means whichever of the following instruments is applicable to the contract of Carriage:

The Warsaw Convention;

The Warsaw Convention as amended at the Hague, 1955;

The Warsaw Convention as amended by Additional Protocol No.1 of Montreal 1975;

The Warsaw Convention as amended at The Hague, 1955, and by Additional Protocol No.2 of Montreal, 1975, and

The Montreal Convention.

**"Authentication Code"** means a reference number, a bar code or a QR code that can be found in a Ticket, an Itinerary, a receipt, and/or an electric device screen which evidences a Passenger's Ticket.

**"Authorized Agent"** means a passenger sales agent appointed by ZIPAIR to represent ZIPAIR in the sale of Carriage of Passengers over the services of ZIPAIR.

**"Baggage"** means such articles, effects and other personal property of a Passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his/her travel. Unless otherwise specified, it includes both Checked and Unchecked Baggage of the Passenger.

**"Baggage Identification Tag"** means a document issued by ZIPAIR solely for the purpose of identification of Checked Baggage which is attached by ZIPAIR to a particular article of Checked Baggage.

**"Baggage Identification Tag Receipt"** means a document issued by ZIPAIR solely for the purpose of identification of Checked Baggage which is given to the Passenger.

**"Booking"** means the details which ZIPAIR or its Authorized Agent has entered into ZIPAIR's system relating to a journey to be made by a Passenger.

**"Booking Reference"** means the reference issued by ZIPAIR or its Authorized Agent which appears on a Passenger's Ticket or Itinerary and invoice and which identifies the Booking the Passenger has made with ZIPAIR.

**"Carriage"** means carriage of a Passenger and/or Baggage by air, gratuitous or for reward.

**"Checked Baggage"** means Baggage of which ZIPAIR takes custody and for which ZIPAIR issues a Baggage Check and Baggage Identification Tag.

**"Days"** means calendar days including all seven days of the week; provided that, for the purpose of calculating the number of days of a notice period, the day upon which such notice is dispatched shall not be counted and further provided that, for the purpose of determining the period of validity of a Ticket, the day upon which the Ticket is issued, or the flight is commenced, shall not be counted.

**"Destination"** means the ultimate stopping place under a contract of Carriage. In the case of a trip which returns to the place of departure, the Destination is the same as the place of departure.

**"Fare Rules"** means ZIPAIR's rules with respect to any applicable fare, service charges, fees, or taxes.

**"Flight Coupon"** means such portion of a Ticket that indicates particular places between which the coupon is good for Carriage.

**"Infant"** means a person who has not reached his/her second birthday as of the date of commencement of Carriage.

**"International Carriage"** means (except where the Convention is applicable) Carriage in which, according to a contract of Carriage, the place of departure and the Destination are situated in two or more countries. As used in this definition, the term "country", which is equivalent to "state", shall include any territory subject to its sovereignty, suzerainty, mandate, authority or trusteeship.

**"Itinerary"** means a document or documents forming part of the Ticket which contains the information such as the Passenger's name, Booking information, Booking Reference, Authentication code, a portion of the conditions of a contract of Carriage and notices relating thereto.

The **"Montreal Convention"** means the Convention for the Unification of Certain Rules for International Carriage by Air", done at Montreal on 28th May, 1999.

**"Passenger"** means any person, except crew members, carried or to be carried in an aircraft with the consent of ZIPAIR.

**"SDR"** means Special Drawing Rights as defined by the International Monetary Fund. Conversion of the SDR sum into a national currency shall, in the case of judicial proceedings, be made at the exchange rate between the currency and SDR prevailing on the date of the final court hearing of such proceedings and, in any other case, at the exchange rate between the currency and SDR prevailing on the date on which the amount of the damages is finally fixed or on which the value of Baggage is declared.

**"Ticket"** means the document electronically issued by ZIPAIR or its Authorized Agent for Carriage of a Passenger and/or Baggage, setting forth a portion of the conditions of a contract of Carriage and notices relating thereto.

**"Unchecked Baggage"** means any Baggage other than Checked Baggage.

**"Warsaw Convention"** means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on 12th October, 1929;

**"ZIPAIR"** means ZIPAIR Tokyo Inc..

**"ZIPAIR's Regulations"** means ZIPAIR's rules and regulations in force from time to time, other than these Conditions of Carriage, for International Carriage of Passengers and/or Baggage including, but not limited to, ZIPAIR's tables of fares, rates and charges, and which may be accessed at ZIPAIR's official website.

## **2. APPLICATION OF CONDITIONS**

### **2.1 General**

Nothing in these Conditions of Carriage, ZIPAIR's Regulations or Fare Rules shall, unless permitted by the Convention and otherwise expressly provided herein, constitute a modification by ZIPAIR of any provision of, or waiver by ZIPAIR of any right granted to it by, the Convention.

### **2.2 Applicability**

To the extent not in conflict with the Convention and except as provided in Articles 2.5 and 2.6, these Conditions of Carriage apply to any Carriage of Passengers and/or Baggage and any service incidental thereto, each to be performed or provided by ZIPAIR at fares, rates and charges published in connection with these Conditions of Carriage. Any Carriage of Passengers and/or Baggage shall be subject to these Conditions of Carriage and ZIPAIR's Regulations in effect as of the date of commencement of the Carriage covered by the first Flight Coupon of the Ticket.

### **2.3 Charter Operations**

If Carriage is performed by ZIPAIR under a charter agreement, pursuant to which ZIPAIR subcontracts the Carriage of Passengers to a charter operator, these Conditions of Carriage apply unless Passengers are advised otherwise.

### **2.4 Overriding Law**

Any provision contained or referred to in these Conditions of Carriage, in ZIPAIR's Regulations or in the Fare Rules shall, even if it is in violation of Applicable Laws and is invalid, remain valid to the extent not in conflict with the Applicable Laws. The invalidity of any provision shall not affect any other provision.

### **2.5 Modification and Waiver**

No representative, officer, employee or agent of ZIPAIR shall have authority to alter, modify or waive any provision of the contract of Carriage or of these Conditions of Carriage or ZIPAIR's Regulations. Except as will be prohibited by Applicable Laws, ZIPAIR may change, modify or amend any provision of these Conditions of Carriage and relevant regulations, and shall notify reasonably in advance the contents of such changes of Conditions of Carriage by posting them to the website or by other appropriate means; provided that no contract of Carriage shall be subject to such change, modification or amendment made after the Carriage to be performed pursuant to such contract commences.

## **3. GENERAL**

### **3.1 Preparing to Travel**

The Passenger alone is responsible for making all necessary arrangements for his/her travel and ensuring that he/she complies with all laws, regulations and orders of the places he/she will travel to. For example, he/she will need to find out from relevant embassies or consulates whether he/she needs a passport, visa or other travel document, health document or evidence of onward travel or accommodation.

### **3.2 Personal Data**

The Passenger agrees and consents that his/her personal data will be furnished to ZIPAIR by the Passenger or his/her agent, will be retained by ZIPAIR or, if ZIPAIR deems necessary, will be transmitted by ZIPAIR to any of its own offices, other carriers, the providers of travel services, government authorities or other entity or agency in countries to be flown from, into or over, or in countries of transit and transfer, for the purpose of making a reservation for Carriage, obtaining ancillary services, facilitating immigration and entry requirements or making available such data to government authorities or for any other purpose which ZIPAIR deems necessary in order to facilitate the travel for the Passenger.

## **4. RESERVATION**

### **4.1 Reservation Completion**

Unless otherwise provided in ZIPAIR's regulations or applicable Fare Rules, a booking for a flight and carriage agreement is made when recorded as accepted and confirmed by ZIPAIR or its Authorized Agent that full payment for applicable fares, service charges, fees or taxes is completed. ZIPAIR or its Authorized Agent will provide a Passenger with written confirmation of his/her booking if requested by the Passenger. ZIPAIR does not accept any responsibility for any loss a Passenger may incur as a result of making arrangements for travel on ZIPAIR through anyone other than ZIPAIR or its Authorized Agent.

### **4.2 Payment**

The Passenger must pay for applicable fare, service charges, fees, or taxes in the form of payment specified by ZIPAIR.

### **4.3 If there is No Payment**

ZIPAIR shall not be obliged to carry a Passenger if ZIPAIR has not received the Passenger's payment, even if a Passenger has a Booking for a flight.

Unless otherwise provided in ZIPAIR's Regulations or applicable Fare Rules, payment must be made at the time of booking when the Passenger selects the payment method. If a period of time is permitted between booking and payment, ZIPAIR or its Authorized Agent will specify that amount of time to the Passenger and consider the Booking as a tentative booking. Any booking for which payment is not received in full by the specified deadline will be cancelled.

### **4.4 Seat Assignment**

A Passenger may reserve a specified seat of a flight in advance on an availability basis. Upon assignment of the specific seat in the cabin, ZIPAIR shall charge the fees prescribed in ZIPAIR's Regulations therefor. Although ZIPAIR will attempt to accommodate a Passenger's seat reservation request, ZIPAIR does not guarantee the Passenger any

particular seat, even if he/she has paid for the seat. ZIPAIR may change such seat assignment without prior notice due to a change in aircraft or other operational reasons.

If a Passenger does not select a seat in advance, one will be automatically assigned for the Passenger by ZIPAIR.

#### **4.5 Communications Charges**

A Passenger shall, unless ZIPAIR agrees otherwise, bear any communication expense for telephone, fax or other communication facility (such as internet) used in connection with making or cancelling a reservation.

#### **4.6 Booking Reference and Authentication Code**

A Passenger must keep his/her Itinerary, Booking Reference and Authentication Code secure so that no one else can misuse it to refer to the Passenger's Booking or change the Passenger's Booking.

### **5. FARES, ANCILLARIES, TAXES AND CHARGES**

#### **5.1 Applicable Fares**

Applicable fares shall be the fares which shall be published by ZIPAIR or its Authorized Agent or, if not so published, determined in accordance with ZIPAIR's Regulations, which shall, unless otherwise provided in Applicable Laws, be in effect as of the date of issue of a Ticket. If the amount collected is not equivalent to the applicable fare, the difference shall be paid by the Passenger or, as the case may be, refunded by ZIPAIR.

#### **5.2 Fare Coverage**

A Passenger's fare covers the flight(s) for the Passenger from the airport at the place of departure specified in his/her booking, to the airport at the Destination. A Passenger's fare does not include ground transport between one airport and another or between the airport and any other place. Baggage allowance, seat assignment, meals and refreshments are not included in a Passenger's fare unless the applicable Fare Rules provide otherwise.

#### **5.3 Ancillary Charges**

Ancillary Services will be provided subject to the applicable charges prescribed by ZIPAIR's Regulations.

#### **5.4 Taxes and Charges**

Any tax or charge imposed by a government or other public authority or by an operator of an airport in respect of a Passenger or his/her use of any services or facilities shall be in addition to the published fares and charges and be payable by the Passenger.

#### **5.5 Currency**

A Passenger must pay for his/her Booking in the currency specified by ZIPAIR.

### **6. RESERVATION CHANGES AND REFUNDS**

## **6.1 Reservation Change**

Any requested change or modification by a Passenger to a reservation and/or to his/her Ticket shall only be permitted in accordance with this Article, ZIPAIR's Regulations and Fare Rules. Under the Fare Rules, conditions applicable to certain fares may limit or prohibit change of reservations.

## **6.2 Open booking**

Unless otherwise provided by the Fare Rules, a Passenger cannot hold an open booking, where the date and time, the flight number, etc. are not confirmed.

## **6.3 Refunds Due to Reservation Change**

All refunds requested by a Passenger pursuant to a Reservation Change will be considered and made in accordance with this Article, ZIPAIR's Regulations and the Fare Rules. Under the Fare Rules, conditions applicable to certain fares may limit or prohibit the refund of reservations.

In relation to any such refunds:

- (1) ZIPAIR shall be entitled to provide the refund either to the person named in the Ticket, or to the person who has paid for the Ticket upon presentation of satisfactory proof of such payment; if the Ticket has been paid for by a person other than the Passenger named in the Ticket, and ZIPAIR has indicated on the Ticket that there is a restriction on refund, ZIPAIR shall make a refund only to the person paying for the Ticket or to that person's order;
- (2) refunds will be provided in the same currency as used by the Passenger for his/her Booking, unless ZIPAIR informed the Passenger otherwise; and
- (3) if a Passenger does not travel he/she may be able to claim a refund of certain charges or taxes. If there is a charge or tax which ZIPAIR collects on a per passenger basis to remit to an airport, tax or other authority, and ZIPAIR does not have to remit that amount as a result of the Passenger not travelling, ZIPAIR will refund that amount to the Passenger.

## **6.4 Reservations and Ticket Transferability**

A Booking shall only be valid for the flight on which a seat is reserved as indicated in the Itinerary. A Booking and Ticket shall not be transferable. ZIPAIR shall not be liable to any person entitled to be carried or to receive a refund, for honoring or refunding a Ticket presented by any person other than the person so entitled. If a Ticket is in fact used by any person other than the person who is entitled to be carried, with or without such person's knowledge and consent, ZIPAIR shall not be liable for death of or injury to such unauthorized person or for loss, destruction or delay in arrival of, or damage to, such unauthorized person's Baggage or other personal property arising from or in connection with such unauthorized use.

## **7. DELAYS, CANCELLATIONS AND OVERBOOKING OF**

### **FLIGHTS 7.1 Schedules**

ZIPAIR undertakes to use its best efforts to carry a Passenger and his/her Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel, provided that times shown in a timetable or elsewhere shall be just scheduled but not guaranteed and shall form no part of the contract of Carriage. ZIPAIR may change any schedule of a flight without any prior notice. ZIPAIR shall not be responsible in respect

of connection of a Passenger and/or Baggage to any other flight and shall not be responsible for any loss incurred in respect of connection of a Passenger and/or his/her Baggage with any other flight because of any change in schedule or delay or cancellation.

## **7.2 Connecting Flights**

The booking of connecting flights by a Passenger shall be at the Passenger's own risk, and it is the Passenger's responsibility to ensure that he/she has enough time to collect his/her Checked Baggage and carry out all steps to check-in for and board the connecting flight. A Passenger must collect his/her Checked Baggage after each individual flight.

## **7.3 Changes Due to Circumstances Beyond ZIPAIR's Control**

ZIPAIR may, without prior notice, cancel, terminate, divert, postpone or delay any flight or have the right to, or any reservation with respect to, any further Carriage thereafter or determine if any take-off or landing should be made in case of the following unavoidable circumstances:

- (1) because of any fact beyond ZIPAIR's control (including, but not limited to, force majeure such as meteorological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, epidemics, pandemics or unstable international relations) whether actual, threatened or reported or because of any delay, demand, condition, circumstances or requirement directly or indirectly relating to such fact;
  - (2) because of any fact not to be foreseen, anticipated or predicted;
  - (3) because of any Applicable Laws; or
  - (4) because of shortage of labour, fuel or facilities or labour problems of ZIPAIR or others,
- (each an "**Unavoidable Circumstance**").

In the event of an occurrence of an Unavoidable Circumstance, the Passenger may be entitled to:

- (a) a change in flight, if a flight operated ZIPAIR is available, at all times in accordance with ZIPAIR's Regulations; or
- (b) a refund of the applicable fare, ancillary service charges and other charges as per Article 7.6 (*Refunds Due to Delays, Cancellations and Overbooking of Flights*).

Unless otherwise specified or provided in Applicable Laws, ZIPAIR shall not provide a transfer to flights not operated by ZIPAIR.

## **7.4 Involuntary Changes**

ZIPAIR may decide whether to delay, cancel, or take off, without prior notice, except in Unavoidable Circumstances.

In the event of an occurrence of an Unavoidable Circumstance, the Passenger may be entitled to:

- (a) a change in flight, if a flight operated ZIPAIR is available, at all times in accordance with ZIPAIR's Regulations; or
- (b) a refund of the applicable fare, ancillary service charges and other charges as per Article 7.6 (*Refunds Due to Delays, Cancellations and Overbooking of Flights*).

Unless otherwise specified or provided in Applicable Laws, ZIPAIR shall not provide a transfer to flights not operated by ZIPAIR.

## **7.5 Overbooking and Cancellation**

A Passenger's seat may not be secured in case of overbooking of a scheduled flight. ZIPAIR will provide Passengers with alternative transportation, accommodation, meals and other compensation according to ZIPAIR's Regulations and as required by any Applicable Laws. If the Passenger is not provided with alternative transportation, the applicable fare, ancillary service charge and other charges will be refunded as described in Article 7.6 (*Refunds Due to Delays, Cancellations and Overbooking of Flights*).

## **7.6 Refunds Due to Delays, Cancellations and Overbooking of Flights**

- (1) If the travel is cancelled without the Passenger taking any flights, the paid applicable fare, ancillary service charges and other charges shall be refunded to the Passenger.
- (2) If the travel is partly performed and partly unused due to overbooking or cancellation, the applicable fare, ancillary service charges and other charges for the reservation of unused flights shall be refunded to the Passenger, provided that there shall be no refund in relation to the portion of the travel that has been made, and, where a round trip or stopover trip Booking has been made, that ZIPAIR shall not provide a refund or be liable for any expenses resulting from the cancellation by the Passenger of the return flight or the subsequent flight after the stopover.
- (3) When resuming travel from the next flight after the changed flight, the applicable fare, ancillary service charges and other charges related to the changed flight will be refunded.
- (4) Refunds shall only be made if a refund request is made within 90 Days from the date of boarding of the flight as modified or recorded on the Ticket.
- (5) ZIPAIR shall be entitled to provide the refund either to the person named in the Ticket, or to the person who has paid for the Ticket upon presentation of satisfactory proof of such payment. If the Ticket has been paid for by a person other than the Passenger named in the Ticket, and ZIPAIR has indicated on the Ticket that there is a restriction on refund, ZIPAIR shall make a refund only to the person paying for the Ticket or to that person's order.
- (6) Refunds will be provided in the same currency as used by the Passenger for his/her Booking, unless ZIPAIR informs the Passenger otherwise.

## **8. BAGGAGE**

### **8.1 Prohibited Items**

ZIPAIR reserves the right to refuse to accept as Baggage:

- (1) items which do not constitute Baggage as defined in Article 1;
- (2) items which may endanger an aircraft or any person or property, such as items which are specified as Dangerous Goods in (i) any applicable regulations in force in any country to which ZIPAIR operates; (ii) in any procedures, guidance, standards or recommended practices of the International Civil Aviation Organization (ICAO) or the International Air Transport Association (IATA); or (iii) in ZIPAIR's Regulations;



- (3) items Carriage of which is prohibited by Applicable Laws of any state or country to be flown from, into or over;
- (4) items which ZIPAIR deems unsuitable for Carriage by reason of their weight, size, shape or character such as being fragile or perishable;
- (5) live animals including pets (save as provided for in Article 8.8 (*Service Dogs*); and/or
- (6) firearms, swords and other similar items.

If ZIPAIR discovers that a Passenger is carrying prohibited items, ZIPAIR may take whatever actions it considers appropriate and/or reasonable in the circumstances, including disposing of the item without notifying the Passenger.

## **8.2 Unchecked Baggage**

All Unchecked Baggage must comply with ZIPAIR's Regulations.

- (1) Passengers may carry into the cabin a maximum of two pieces of baggage at no charge, provided that (a) the first item of Baggage is no bigger than 40 X 25 X 55 cm, (b) the second item of Baggage is no bigger than 35 x 25 x 45 cm and (c) their total weight shall be no more than 7 kg. If a Passenger carries Baggage that exceeds this weight, the Passenger will be charged according to ZIPAIR's Regulations.
- (2) A Passenger shall not carry into the cabin any Unchecked Baggage which ZIPAIR deems cannot be stowed safely in the cabin.
- (3) Sharp knives, articles intended for cutting, and sports equipment should be placed in Checked Baggage, and shall not be brought into the cabin as Unchecked Baggage. This applies regardless of the material, type and size of such articles. If such items are included in a Passenger's Unchecked Baggage, they may be disposed of without notice and will not be returned.
- (4) If a Passenger is in possession of a syringe or needle, the Passenger shall declare such possession at the security checkpoint and shall present documentation or identification confirming the Passenger's medical condition, such as a diagnosis certificate by a qualified medical doctor.

ZIPAIR shall not be liable for any items refused to be carried or not carried as

## **Baggage. 8.3 Checked Baggage**

Carriage of Checked Baggage will be accepted if a Passenger pays the ancillary service charge specified in ZIPAIR's Regulations or if required by and in accordance with the Fare Rules. The method of collecting such ancillary service charges will be governed by ZIPAIR's Regulations.

Strollers, child seats, wheelchairs, and any other mobility aids required by the Passenger are accepted free of charge in accordance with ZIPAIR's Regulations.

The following items cannot be accepted as Checked Baggage:

- (1) items of which the sum of length, height and width exceeds 203 cm (80 inches); (2) items which weigh more than 32 kilograms (70 pounds);

- (3) fragile, delicate or perishable items (including electronic devices such as cameras);
- (4) money, jewelry, precious metals, silverware and any other items ZIPAIR considers to hold special value;
- (5) negotiable papers, share certificates, securities or other valuable documents; (6) product samples;
- (7) documents that prove a Passenger's identity such as passports and other travel documents; and/or
- (8) items which are not properly packed in a suitcase or other suitable container to ensure safe carriage with ordinary care in handling.

ZIPAIR shall not be liable for any loss, inconvenience or damage suffered by a Passenger if he/she has failed to comply with ZIPAIR's requirements in relation to Checked Baggage.

ZIPAIR will use reasonable endeavors to ensure that the Checked Baggage of a Passenger is carried on the same aircraft as the Passenger provided that, if ZIPAIR deems it difficult or impracticable, ZIPAIR may carry the Checked Baggage on any other flight in which such Baggage can be loaded within the maximum weight allowance or by any other transportation service.

#### **8.4 Collection of Checked Baggage**

A Passenger shall claim and receive his/her Baggage as soon as reasonably possible after it becomes receivable at the destination after checking the number on the Baggage Identification Tag and Baggage Identification Tag Receipt. Acceptance of delivery of Baggage by the bearer of the Baggage Identification Tag Receipt without his/her written complaint at the time of the delivery shall be understood to generally constitute evidence that the Baggage has been delivered in good condition and in accordance with the contract of Carriage. If a Passenger cannot find his/her Checked Baggage, the Passenger shall produce his/her Baggage Identification Tag Receipt to ZIPAIR or its appointed representative as soon as possible. ZIPAIR may, unless precluded by Applicable Laws and if time and other circumstances permit, deliver Checked Baggage to the bearer of a Baggage Identification Tag Receipt at the place of departure or unscheduled stopping place if he/she requests such delivery. In this case, ZIPAIR will not refund any charges paid for such Baggage.

#### **8.5 Release of Checked Baggage by ZIPAIR**

If a person claiming Baggage is not in possession of a Baggage Identification Tag Receipt, ZIPAIR will release the Baggage to such Passenger only if he/she:

- (1) produces adequate proof of entitlement to it; and
- (2) undertakes in writing to ZIPAIR that the Passenger will reimburse ZIPAIR for any loss, damage or expense incurred as a result of that release.

ZIPAIR shall not be obligated to ascertain that the bearer of a Baggage Identification Tag Receipt is truly entitled to accept delivery of the Baggage. ZIPAIR shall not be liable for any damage arising out of or in connection with its failure to so ascertain.

#### **8.6 Disposal of Baggage by ZIPAIR**

If a Passenger does not collect his/her Checked Baggage and the Passenger has not claimed it within 30 Days after the arrival date of flight, unless otherwise specified in Applicable

Laws, ZIPAIR may dispose of such Baggage without notifying the Passenger and without any liability on ZIPAIR's part.

In addition, if ZIPAIR stores and delivers the Baggage, the Passenger shall be responsible for such storage and delivery costs.

ZIPAIR shall not be liable for any loss a Passenger may suffer as a result of the Passenger leaving any belongings in the cabin or in the airport terminal.

### **8.7 Collection of Incorrect Baggage**

If a Passenger collects the wrong Baggage from the baggage carousel, it is the Passenger's responsibility to immediately return the Baggage, at the Passenger's own cost, to ZIPAIR or its appointed representative at the airport where the Passenger collected it.

### **8.8 Service Dogs**

- (1) An assistance or service dog accompanying a Passenger with a disability to assist such Passenger together with a container and food will, subject to ZIPAIR's Regulations, be carried in cabin free of charge, provided that the Passenger shall provide ZIPAIR with evidence in the form of an identification card or other written documentation satisfactory to ZIPAIR that the dog is the Passenger's service dog.
- (2) ZIPAIR will accept Carriage of a service dog subject to the condition that a Passenger shall observe ZIPAIR's Regulations and shall be fully responsible for such service dog, and provided always that ZIPAIR shall not be liable for injury to, sickness or death of such service dog.

## **9. CHECK-IN**

A Passenger is required to present his/her valid Itinerary and identification documents or identity verification documents indicated as required by ZIPAIR when checking-in. In addition, when boarding an aircraft, it is necessary for a Passenger to present his/her valid boarding pass and documents indicated as required by ZIPAIR at the boarding gate. In the absence of such items and documents, ZIPAIR may refuse to carry the Passenger.

A Passenger must arrive at ZIPAIR's check-in counter and the boarding gate by the times indicated by ZIPAIR or, if no time is indicated, sufficiently in advance of the flight departure such that there is sufficient time for the Passenger to have check-in and departure procedures completed by the departure time of the flight. If a Passenger fails to arrive at ZIPAIR's check-in counter or the boarding gate by the time indicated by ZIPAIR or is unable to depart due to improper or incomplete exit, entry or any other necessary documentation required for his/her departure, ZIPAIR may cancel his/her reservation of a seat and will not delay the flight for the Passenger. Unless otherwise specified in Applicable Laws, applicable fare, ancillary service charges and other charges will not be refunded if the Passenger cannot board the flight in time due to such a failure to arrive at the indicated times. ZIPAIR shall not be liable to the Passenger for any loss incurred by the Passenger as a result of their failure to comply with the provisions of this Article.

## **10. SECURITY INSPECTION**

- (1) A Passenger shall submit to any security check required by government or airport officials or by ZIPAIR, unless it is specifically deemed unnecessary by government or airport officials or by ZIPAIR.

- (2) ZIPAIR or any government or airport official will inspect the contents of a Passenger's Baggage by opening his/her Baggage and/or by using some device in the presence of the Passenger concerned or a third person, for the purpose of security (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of aircraft) and/or for any other reason. Notwithstanding the foregoing, ZIPAIR may inspect the Passenger's Baggage in his/her or a third person's absence to see whether he/she is in possession of, or his/her Baggage contains, any prohibited item referred to in Article 9.1 (*Prohibited Items*).
- (3) ZIPAIR or any government or airport official will search a Passenger's articles by touching the Passenger through his/her clothes and personal fittings including wigs or by using instruments such as a metal detector, for the purpose of security (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of aircraft) and/or for any other reason.
- (4) When a Passenger does not agree with ZIPAIR's inspection as specified in sub paragraph (2) of this Article, ZIPAIR will refuse to carry such a Passenger's Baggage.
- (5) When a Passenger does not agree with ZIPAIR's search as specified in sub paragraph (3) of this Article, ZIPAIR will refuse to carry such a Passenger.
- (6) When such prohibited items as specified in Article 8.1 (*Prohibited Items*) have been found as a result of such inspection or search as specified in sub paragraphs (2) or (3) of this Article, ZIPAIR may refuse to carry such Baggage, or may dispose of such Baggage.

## **11. REFUSAL AND LIMITATION OF CARRIAGE**

### **11.1 Right to Refuse Carriage, Etc.**

ZIPAIR may refuse Carriage of, or remove, any Passenger, and his/her Baggage will be handled in the same way, if ZIPAIR determines in its reasonable discretion that:

- (1) the Passenger has failed to comply with any applicable law, rule, regulation or order or these Conditions of Carriage;
- (2) the Passenger may unlawfully seek to enter a country through which he/she is in transit by means of destroying his/her documentation required for exit, entry or other purposes or other ways;
- (3) the Passenger has refused to accept ZIPAIR's request by reason of protecting an unlawful entry to a country that he/she surrenders his/her documentation required for exit, entry or other purposes to be held by a crew member in exchange of ZIPAIR's receipt thereof;
- (4) the Passenger has committed misconduct on a previous flight and ZIPAIR is not satisfied that misconduct will not recur;
- (5) the Passenger has refused to allow a security check to be carried out on the Passenger or his/her Baggage;
- (6) the Passenger has a serious illness/injury, infectious disease or is suspected to have an infectious disease;
- (7) the Passenger may cause discomfort or makes himself/herself objectionable to

other Passengers;

- (8) the Passenger has failed to complete the check-in process by the required time or fails to arrive at the boarding gate on time;
- (9) the Passenger does not have the necessary documentation for carrying the Passenger or Baggage required for exit, entry or other purposes or other ways;
- (10) the Passenger may cause harm to himself/herself or to other persons or an aircraft or any property;
- (11) the Passenger obstructs ground staff or any crew member in performing his/her duties;
- (12) the Passenger has failed to comply with any instruction of ground staff or any crew member;
- (13) the Passenger uses threatening, abusive or insulting words towards ground staff or any crew member of the aircraft or other passenger or otherwise behaves in a threatening manner;
- (14) the Passenger is drunk or under the influence of alcohol or drugs;
- (15) the Passenger has not complied with the medical requirements in ZIPAIR's Regulations;
- (16) the Passenger's mental or physical state is a danger or risk to the Passenger, the aircraft or any person in it;
- (17) the Passenger smokes in aircraft cabin (an act of smoking includes use of cigar cigarette, electronic cigarette, electronic vaporizer style cigarettes, or any use of smoking device in aircraft cabin.);
- (18) the Passenger has refused to or has failed to pay any applicable fares, charges or taxes;
- (19) the Passenger cannot prove that the Passenger is the person specified in the Booking on which he/she wishes to travel;
- (20) the Passenger's Booking and/or Ticket cannot be confirmed;
- (21) the Passenger's Booking and/or Ticket has been acquired unlawfully;
- (22) the Passenger's Booking and/or Ticket has been acquired from someone other than ZIPAIR or its Authorized Agent; or
- (23) the Passenger's Booking and/or Ticket is counterfeit or otherwise invalid.

For the avoidance of doubt, if Carriage of a Passenger is refused in accordance with this Article 11.1 no refund of the Ticket (including any and all applicable fares, ancillary service charges and other charges) will be available. In the event the Passenger acts in a manner falling under paragraphs (10),(11),(12) and/or (13) above, ZIPAIR may take such measures as it deems necessary to prevent continuation of such conduct, including through restraint of the Passenger. If ZIPAIR determines in its reasonable discretion that it is necessary to offload the Passenger as a result of the Passenger engaging in any conduct described in this Article 11.1, the Passenger may be refused further Carriage by ZIPAIR and may be prosecuted for offences committed on board the aircraft.

The Passenger shall be responsible for and indemnify ZIPAIR for any and all costs and

expenses associated with a flight diversion or landing at an unscheduled airport as a result of the Passenger engaging in any conduct described in this Article 11.1. Such costs and expenses shall include, but not be limited to, fuel, landing, take off and parking charges.

### **11.2 Conditional Acceptance for Carriage**

If a Passenger whose status, age or mental or physical condition may cause any hazard or risk to himself/herself is carried, ZIPAIR shall not be liable for death of, or any injury, illness, wounding or disability suffered by, the Passenger or any aggravation or consequences thereof due to such status, age or mental or physical condition.

### **11.3 Limitation on Carriage**

- (1) Acceptance of Carriage of unaccompanied Passenger who is 14 years or younger or Infants, incapacitated persons, pregnant women or persons with illness without a companion shall be subject to ZIPAIR's Regulations and may require a prior arrangement with ZIPAIR.

A companion for the purposes of the paragraph above is a Passenger who is 15 years or older who can properly assist and supervise the accompanying Passenger.

- (2) If the total weight of the Passengers boarding, and/or Baggage loaded in, an aircraft may exceed the maximum allowance weight with respect to the aircraft, ZIPAIR may, in accordance with ZIPAIR's Regulations, decide which Passengers and/or Baggage will be carried.

## **12. REFUSAL OF ENTRY AND FINES**

### **12.1 Refusal of Entry**

- (1) A Passenger shall present to ZIPAIR all exit, entry or other necessary documents required by Applicable Laws and shall permit ZIPAIR, if ZIPAIR at its reasonable discretion deems it necessary, to make and retain copies thereof. The fact that ZIPAIR carries a Passenger after presentation of exit, entry or other documents to ZIPAIR does not mean that ZIPAIR guarantees that such documents comply with the Applicable Laws.
- (2) A Passenger shall indemnify ZIPAIR for any loss or damage incurred by ZIPAIR, in connection with the Passenger's failure to comply with this Article.
- (3) A Passenger shall pay the applicable fares, ancillary charges and expenses whenever ZIPAIR is required by any Applicable Laws to return the Passenger to his/her place of departure or elsewhere because the Passenger is not permitted to enter a country of transit or Destination.
- (4) ZIPAIR may apply to the payment of such fares, charges and expenses any fares and/or charges paid by the Passenger to ZIPAIR for any unused portion of the Ticket or any funds of the Passenger in the possession of ZIPAIR.
- (5) ZIPAIR will not refund the fare collected for Carriage to the point of such refusal of entry or deportation.

### **12.2 Reimbursement of costs**

If ZIPAIR is ordered to pay any fine or penalty at any time, or incur any expense, costs, loss or damage ("**Losses**") by reason of a Passenger being denied entry into any country, or because of a Passenger's failure to comply with any law, regulation, order or requirement, or because of a Passenger's behaviour, health or medical condition, the Passenger must

reimburse ZIPAIR for all Losses and all legal costs and other expenses reasonably incurred. ZIPAIR may offset these costs and Losses with applicable fares, ancillary service charges and other charges paid to ZIPAIR for non-boarded segments.

## **13. LIABILITY OF CARRIERS**

### **13.1 Applicable Laws**

- (1) Carriage performed by ZIPAIR shall be subject to the rules and limitations relating to liability established by the Convention as applicable to the Carriage unless such Carriage is International Carriage to which a Convention does not apply. Where a Convention is applicable it may limit the liability of ZIPAIR in respect of death or injury and for destruction or loss of, or damage to, baggage, and for delay.
- (2) To the extent not in conflict with the provisions of the preceding sub-paragraph (1), any Carriage and other services to be performed or provided by ZIPAIR shall be subject to:
  - (a) Applicable Laws; and
  - (b) these Conditions of Carriage and ZIPAIR's Regulations, which may be inspected at any of ZIPAIR's business offices and its offices in any airport from which it operates regular services.

### **13.2 Limitation of Liability**

- (1) Except as otherwise provided by the Convention or Applicable Laws, ZIPAIR's liability for death of, or wounding or other bodily injury to, a Passenger, delay in arrival of a Passenger and/or his/her Baggage, or any loss of or damage to any Baggage of a Passenger (hereinafter collectively referred to as "**Damage**") arising out of or in connection with Carriage or other services incidental thereto performed or provided by ZIPAIR shall be as described hereinafter. If there has been contributory negligence on the part of the Passenger, ZIPAIR's liability shall be subject to the applicable law relating to contributory negligence.
- (2) ZIPAIR shall not be liable for any Damage in respect of Unchecked Baggage not attributable to negligence of ZIPAIR. Assistance rendered to a Passenger by a representative, officer, employee or agent of ZIPAIR in loading, unloading or trans-shipping Unchecked Baggage shall be considered as gratuitous service to the Passenger.
- (3) ZIPAIR shall not be liable for any Damage directly or indirectly arising out of its compliance with any Applicable Laws, failure of a Passenger to comply with the same or any cause beyond ZIPAIR's control.
- (4) In relation to a Passenger's Baggage:
  - (a) In the case of Carriage subject to the Montreal Convention, ZIPAIR's liability for Baggage shall be limited to 1,519 SDR for each Passenger.
  - (b) In the case of Carriage of Checked Baggage from or to a point or points in the United States of America, Canada or any other country provided in ZIPAIR's Regulations, ZIPAIR's liability shall also be subject to the preceding sub-paragraph (4). In the case of such Carriage, the weight of each item of Checked Baggage shall be deemed not to exceed 32 kilograms

(70 pounds).

- (5) ZIPAIR shall not be liable for any Damage with respect to a Passenger's Baggage caused by the contents thereof. A Passenger whose property causes Damage to another Passenger's Baggage or the property of ZIPAIR shall indemnify ZIPAIR for all loss and expenses incurred by ZIPAIR as a result thereof.
- (6) ZIPAIR shall not be liable for any Damage to items which are included in a Passenger's Checked Baggage, if and to the extent that the damage resulted from the inherent defect, quality or vice of the item, irrespective of ZIPAIR's knowledge thereof.
- (7) ZIPAIR may refuse to accept any article which shall not constitute Baggage under these Conditions of Carriage provided that, if the article is delivered to and received by ZIPAIR, it shall be subject to the Baggage valuation and limitation of liability set forth in these Conditions of Carriage and shall be subject to the rates and charges published by ZIPAIR.
- (8) ZIPAIR shall not be liable in any event for any consequential or special damage or punitive damages arising from Carriage complying with these Conditions of Carriage and ZIPAIR's Regulations, whether or not ZIPAIR had knowledge that such damage might arise.
- (9) Unless otherwise provided in these Conditions of Carriage, ZIPAIR reserves any and all right of defence available under the Convention. ZIPAIR also reserves a right to make a subrogation claim against a third party which shall have contributed to Damage, with respect to a portion or all of any payment made by ZIPAIR in connection with the Damage.
- (10) Any exclusion or limitation of liability of ZIPAIR under these Conditions of Carriage and ZIPAIR's Regulations shall also apply to any of ZIPAIR's representatives, officers, employees or agents performing their respective duties and to any person or entity whose aircraft is used by ZIPAIR for Carriage and any of its representatives, officers, employees or agents performing their respective duties. The aggregate amount of the damages payable by ZIPAIR or its representatives, officers, employees or agents shall not exceed the amount of ZIPAIR's limitation of liability under these Conditions of Carriage.

## **14. TIME LIMITATIONS ON CLAIMS AND ACTIONS**

### **14.1 Time Limitation on Claims**

No claim for damage may be made in the case of damage to Baggage, unless the person entitled to delivery complains to an office of ZIPAIR forthwith after the discovery thereof and no later than 7 Days from the date of receipt; and, in the case of delay or loss, unless the complaint is made no later than 21 Days from the date on which the Baggage has been (in the case of delay) or should have been (in the case of loss) placed at his/her disposal. Every complaint must be in writing and dispatched within the time aforesaid. In case Carriage is not "International Carriage" as defined in the Convention, failure to give such notice of complaint shall not prevent a claimant from filing a suit if the claimant proves that:

- (1) it was not reasonably possible for him/her to give such notice;
- (2) fraud on the part of ZIPAIR induced the claimant not to give such notice; or (3)

ZIPAIR had knowledge of the damage to the Passenger's Baggage.



#### **14.2 Time Limitation on Actions**

Any right to damages against ZIPAIR shall be extinguished unless an action is brought by the relevant Passenger within 2 years from the date of arrival at the Destination, from the date on which the aircraft ought to have arrived, or from the date on which the Carriage was terminated or cancelled.