

CONTRACT OF CARRIAGE

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Key Kime Air, Inc. d.b.a. Denver Air Connection Contract of Carriage

Transportation of Passengers and Baggage provided by Key Lime Air, Inc. d.b.a. Denver Air Connection ("DAC") are subject to the following terms and conditions, in addition to any terms and conditions printed on or in any ticket, Ticket Jacket or e-Ticket Receipt, or where applicable, treaties, government regulations, and tariffs on file with the U.S. Department of Transportation ("DOT"). If your itinerary involves travel on a flight operated by a DAC Interline partner, please see Section 16. To the extent there is a conflict between this Contract of Carriage and any terms and conditions printed on or in any e-Ticket Receipt, this Contract governs. By purchasing a Ticket or accepting transportation, the Passenger agrees to be bound by these controlling terms of this Contract of Carriage, and no covenants at law or in equity shall be implied or incorporated. Note, only the English version of DAC's Contract of Carriage governs the transportation of Passengers and Baggage provided by DAC. Terms and conditions contained herein may be amended or modified from time to time by any certain terms or restrictions, which are applicable to special or reduced fares.

1. Definitions

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

- **Adult** means a person who has reached their eighteenth birthday as of the date of commencement of travel.
- **Alternate Transportation** means air transportation with a confirmed reservation at no additional charge (by any scheduled airline licensed by DOT), or other transportation accepted and used by the Passenger in the case of denied boarding.
- **Animals** means, the usual connotation of domestic pets, dogs, and cats. Reptiles, birds, poultry and fish cannot be transported by Denver Air Connection.
- **Baggage** means such reasonable articles, effects and other personal property of a ticketed Passenger as are reasonably necessary or appropriate for the wear, use, comfort or convenience of the Passenger in connection with the Passenger's trip. Unless otherwise specified, it shall include both checked and unchecked baggage and property of the Passenger.
- **Baggage Check or Baggage Claim Tag** mean those portions of the Ticket That identify the carriage of a Passenger's Checked Baggage and that are issued by the carrier as a receipt for the Passenger's Checked Baggage.
- **Baggage Rules** mean the conditions associated with the acceptance of baggage, including all applicable service charges, and services incidental to the transportation of baggage. See Section 16 for more information.
- **Baggage Tag** means a document issued by the carrier solely for identification of Checked Baggage, the portion of which is attached by the carrier to a particular article of Checked Baggage.
- **Cabin Baggage** means Carry-On-Baggage that due to its size and nature requires the purchase of a seat on board the aircraft to transport the piece of baggage.



- **Carriage** means transportation of Passengers and their baggage by air or ground, either gratuitously or for payment.
- **Carrier** means the carrier (air or ground) issuing the ticket and all carriers that carry or undertake to carry the Passenger and/or their baggage thereunder.
- **Carry-on-Baggage** means baggage, other than Checked Baggage, carried on board an aircraft by a ticketed Passenger also known as unchecked baggage.
- **Checked Baggage** means baggage that a ticketed Passenger has requested be carried by the carrier and for which the carrier has issued a Baggage Claim Tag to the Passenger.
- **Child** means a person who has reached their second birthday but not their 12th birthday as of the date of commencement of travel.
- **Circle Trip** means travel from a point and return thereto by a continuous, circuitous air route (including journeys comprising two (2) fare components but which do not meet the conditions of the round trip definition), provided, that where no reasonable direct scheduled air route is available between two (2) points, a break in the circle may be traveled by any other means of transportation without prejudice to the circle trip. Civic Aeronautics Board
- **Confirmation Page** means a page on the Carrier's website which summarizes the details of a Ticket Purchase transaction just after the Passenger has agreed to purchase the Tickets from the Carrier and has provided a form of payment.
- **Conjunction Ticket** means two (2) or more tickets concurrently issued to a Passenger and which together constitute a single contract of carriage.
- **Connection** means a stop at an intermediate point on the route to be traveled where a change of planes is made, and which does not fall within the definition of a stopover.
- **Consequential Damages** means damages which are the result of an act but are not direct or immediate.
- **Contiguous United States or Continental United States** mean the District of Columbia and all states of the United States other than Alaska or Hawaii.
- **Contract of Carriage** means the terms and conditions contained in this document, as amended from time to time by the Carrier.
- **DAC** means Key Lime Air , Inc. d.b.a. Denver Air Connection
- **DAC Ticket Stock** means tickets printed, imprinted or issued electronically with the KG carrier code (494) as part of the Ticket serial number.
- **Days** means full calendar days, including Sunday and legal holidays, provided that for the purposes of notification, the balance of the day upon which notice is dispatched shall not be counted; and that for purposes of determining the duration of a validity period, the balance of the day upon which the Ticket is issued or the flight commenced shall not be counted.
- **Department of Transportation ("DOT")** means the United States Department of Transportation.
- **Destination** means the ultimate point of the Passenger's journey as shown on the Ticket.
- **Domestic Carriage ("Domestic")** means (except as otherwise specified) carriage in which, according to the Contract of Carriage, the place of departure, the place of destination or stopover, and the entire transportation is between points within the United States, or points within another sovereign state.



- **DOT Hazardous Materials Regulations** are those regulations issued by the Materials Transportation Bureau of the Department of Transportation in Title 49 of the Code of Federal Regulations, Parts 171 through 180 (49 CFR 171-180).
- **Down Line Carrier** means any carrier, other than the selecting carrier, who is identified as providing Interline transportation to the Passenger by virtue of the Passenger's ticket.
- **Emotional Support and Psychiatric Service Animals** are animals that provide emotional, psychiatric or cognitive support, promote emotional well-being, or provide comfort, therapy, companionship, or therapeutic benefits to a Passenger with a Mental or Emotional Disability.
- **Flight Coupon** means a portion of the Ticket that indicates travel points between which the coupon is good for carriage.
- **Force Majeure Event** – any of the following situations:
 - (a) Any condition beyond DAC's control including, but not limited to, meteorological or geological conditions, acts of God, riots, terrorist activities, civil commotions, embargoes, wars, hostilities, disturbances, or unsettled international conditions, either actual, anticipated, threatened or reported, or any delay, demand, circumstances, or requirement due directly or indirectly to such conditions;
 - (b) Any strike, work stoppage, slowdown, lockout, or any other labor-related dispute involving or affecting DAC's services;
 - (c) Any governmental regulation, demand or requirement;
 - (d) Any shortage of labor, fuel, or facilities of DAC or others;
 - (e) Damage to DAC's Aircraft or equipment caused by another party;
 - (f) Any emergency situation requiring immediate care or protection for a person or property; or
 - (g) Any event not reasonably foreseen, anticipated or predicted by DAC.
- **Foreign Air Transportation** means transportation between a point in the United States and a point outside thereof.
- **Future Travel Voucher or FTV** means a Voucher, as defined below.
- **Group** means a reservation consisting of 8 or more passengers, dependent on the type of aircraft and seating capacity.
- **Immediate Family Member** means a spouse, children, step-children, foster children, legally adopted wards, son/daughter-in-law, grandchildren, parents, step-parents, legal guardians, mother/father-in-law, grandparents, brother/sister, step-brother/sister, half-brother/sister, brother/sister-in-law, aunts/uncles and nieces/nephews.
- **Infant** means a person who has not reached their second birthday as of the date of commencement of travel.
- **Transfer Point** means any point at which the Passenger transfers from the services of one carrier to the services of another carrier.
- **Interline Transportation or Interline Agreement** means carriage on the services of more than one carrier where carriers agree to accept each other's tickets and baggage.
- **Itinerary** means flights reflected on a single Ticket involving more than one carrier.
- **International Carriage** ("International") means any carriage other than Domestic Carriage, however, when the Warsaw and/or Montreal Conventions are applicable, the stated definitions of "International" therein shall prevail.



- **International Sector** means a Sector of uninterrupted air travel for which the arrival and departure points are in two (2) different countries.
NOTE: For purposes of applying fares under this Contract of Carriage:
 1. Travel on a sector between the U.S.A. and Canada is not considered international, and
 2. For fare construction purposes, when transoceanic travel is involved in a fare component, travel on the transoceanic sector shall be considered the international sector.
- **Interstate Transportation** means transportation between a point in any state of the United States and the District of Columbia and a point in any other state of the United States or the District of Columbia.
- **Intraline Transportation or "On-line" transportation** means carriage solely over the services of a single air carrier.
- **Journey** means all travel included on a Ticket or group of Conjunction Tickets.
- **Legal Guardian** means one who legally has the care and management of an infant/minor.
- **Local Currency Fares** means fares and related charges expressed in the currency of the Country of Commencement of Transportation.
- **Major Life Activities** means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.
- **Marketing Carrier** means the carrier that sells flights under its Airline Designator Code, which is identified on the first flight segment of the Passenger's Ticket (i.e., Selected/Selecting Carrier for purposes of Interline Transportation to Canada only).
- **Maximum Outside Linear Dimensions** means the sum of the greatest outside length plus the greatest outside width plus the greatest outside height.
- **Medical Certificate** means a letter or form from the Passenger's treating physician or hospital, where applicable, which must be signed and dated within one week of the first affected flight departure by the treating physician or hospital in the country where the illness or treatment arose, and which certifies the nature of the Passenger's illness and treatment.
- **Mental or Emotional Disability** means a mental impairment that, on a permanent or temporary basis, substantially limits one or more Major Life Activities, and includes any mental or psychological disorder, such as an intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities, including but not limited to such conditions as emotional illness, drug addiction, and alcoholism.
- **Military Agencies** mean the military forces of the United States of America, including Army, Navy, Air Force, Marine Corps, and Coast Guard as well as the respective academies of the Army, Navy, Air Force, Coast Guard, and National Guard. The Reserve Officer Training Corps is not included.
- **Military Passenger** means military personnel of the Military Agencies who are on active duty status or who have been discharged from active military service within seven (7) days of the date of travel.
- **Minor** means a person who has reached their second birthday but not their 18th birthday as of the date of commencement of travel.



- **Non-Revenue** means a person as defined in 14 CFR 217.1
- **Montreal Convention** means the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, May 28, 1999.
- **Normal Fare** means the full fare established for regular or usual service, the application of which is not dependent upon any limited period of Ticket validity or other special circumstances. Unless otherwise herein specified, Normal Fares shall be considered to include the following, all year One-Way, Round-Trip, circle trip, one-class Standard Service, Standard Services, and on-season and off-season fares.
- **North America** means the area composed of Alaska, Canada, the Continental United States and Mexico.
- **On-line** means air transportation wholly on the same carrier.
- **On-line Tariff Database** means the remotely accessible, on-line version, maintained by the filer, of (1) the electronically filed tariff data submitted to the "official DOT tariff database," and (2) the DOT approvals, disapprovals and other actions required by DOT.
- **On-line Transfer Point** means any point at which the Passenger transfers from one service of a carrier to another service of the same carrier (bearing a different flight number).
- **One-Way** means travel in one direction from the point of origin to the final destination
- **Open-Jaw Trip** means travel which is essentially of a round trip nature but the outward point of departure and inward point of arrival and/or outward point of arrival and inward point of departure are not the same.
- **Operating Carrier** means the carrier that operates the actual flight.
- **Origin** means the initial starting place of the journey.
- **Other Charges** means charges such as taxes, fees, etc., not shown in the fare construction box of the ticket, excluding excess baggage charges.
- **Oversold Flight** means a flight where there are more Passengers holding valid confirmed Tickets that check-in for the flight within the prescribed check-in time than there are available seats.
- **Participating Carrier** includes both the selecting carrier and the down line carrier who has been identified as providing Interline Transportation to the Passenger by virtue of the Passenger's ticket.
- **Passenger** means any person, except members of the crew, carried or holding a confirmed reservation to be carried in an aircraft with the consent of the carrier.
- **Passenger Coupon** means that portion of the Ticket constituting the Passenger's written evidence of the Contract of Carriage.
- **Qualified Individual with a Disability** means 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. The phrases used in this definition are further defined in 14 CFR Part 382.3.
- **Record Locator** means the six-digit alphanumeric identification number used to identify passenger's reservation in the DAC reservation system.
- **Related Charges** means those charges to be shown in the fare construction box of the Ticket and excess baggage charges, if applicable.

- **Resident (“a Resident”)** means a person whose usual residence is in a certain country, provided that a more restricted definition may apply under local law.
- **Round-Trip** means travel from an originating airport to a destination airport and back to the originating airport.
- **Routing** means the cities and/or class of service and/or type of aircraft via which carriage is provided by the carrier(s) between two (2) points.
- **Sector or Segment** is the portion of a journey covered by a single Flight Coupon.
- **Selected Carrier** means the carrier whose baggage rules apply to the entire Interline itinerary.
- **Selecting Carrier** means the carrier whose designator code is identified on the first flight segment of the Passenger’s Ticket at the beginning of an Interline itinerary.
- **Service Animal** means any guide dog, signal dog, or other fully-trained service dog that provides task specific necessary assistance to a Qualified Individual with a Disability or, a trained animal that assists law enforcement officers in the search for contraband and or other items, or which provides assistance with rescue efforts.
- **Single Ticket** means the record of agreement that permits travel from origin to destination and may include Interline, codeshare, and intraline segments.
- **Special Fare** means a fare other than a Normal Fare.
- **Stopover** means a deliberate interruption of travel by the Passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination. For International flights a Stopover will also be deemed to occur at an intermediate point from which the Passenger is not scheduled to depart on the date of arrival, but if there is no connecting departure scheduled on the date of arrival, departure on the next day within 24 hours of arrival shall not constitute a Stopover. If a portion of the routing is traveled by surface transportation, one Stopover shall be deemed to have been taken for such portion. For Domestic flights, a Stopover will also occur when a Passenger arrives at a point and fails to depart from such point on: 1. The first flight on which space is available; or 2. The flight that will provide for the Passenger’s earliest arrival at intermediate or junction transfer point(s) or destination point, via the carrier and class of service as shown on the Passenger’s Ticket; provided, however, that in no event will a Stopover occur when the Passenger departs from the intermediate/junction point on a flight shown in the carrier’s official general schedule as departing within four hours after arrival at such point.
- **Through Fare** means a fare applicable for travel between two (2) consecutive fare construction points via an intermediate point(s).
- **Ticket** means the record of agreement, including electronic tickets, e.g., “DAC Electronic Tickets” or “eTickets,” for Passenger air transportation provided by DAC under certain terms and conditions to the Passenger named on the Ticket and in accordance with applicable governing tariffs and regulations. An “eTicket” is the record of the Ticket agreement maintained and processed within the carrier’s electronic reservation system. A receipt is provided to the purchaser of the Ticket that contains a reference for retrieving the record within the carrier’s reservation system and summary of the Ticket information. The carrier may mandate the issuance of an e-ticket, regardless of market, carrier, form of payment, and customer type.



- **Ticketed Point** means points shown in the 'routing' section of the Ticket plus any other point(s) used for fare construction, which are shown in the fare construction box of the ticket, provided that two (2) flight numbers of two (2) carriers such as for an interchange flight will not be permitted on one Flight Coupon.
- **Transfer** means a change from the flight on one carrier to the flight of another carrier, or a change from the flight of a carrier to another flight of the same carrier bearing the same flight number, or a change from the flight of a carrier to another flight that is a service bearing a different flight number of the same carrier, irrespective of whether or not a change of aircraft occurs.
- **Transfer Point** means any point at which the Passenger Transfers.
- **Transit Point** means any stop at an intermediate point on the route to be traveled (whether or not a change of aircraft is made) which does not fall within the definition of a Stopover. Ultimate Ticketed Destination applies only to situations where a Passenger's origin is a non-Canadian point and the itinerary includes at least one stop in Canada, as well as at least one stop outside of Canada. If the stop in Canada is the farthest checked point and the stop is more than 24 hours, the ultimate ticketed destination is Canada.
- **Unaccompanied Minor** means a Child/Minor five (5) through fourteen (14) years of age when traveling alone or not accompanied on the same flight and in the same compartment by a companion Passenger at least fifteen (15) years of age or with a Legal Guardian or responsible party.
- **United States of America** (or the "United States" or the "U.S.A.") means, unless otherwise specified, the area composed of the 48 contiguous states, the District of Columbia, Alaska, Hawaii.
- **United States Department of Defense** means the Department of the Army, Navy, Air Force, and Marine Corps.
- **Validate** means a confirmation that the Ticket has been officially issued by the carrier.
- **Voucher** means an electronic confirmation number storing a saved or prepaid value with varying parameters including exclusions to routes, dates, and customers.
- **Warsaw Convention** means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929, or where applicable, that Convention, as amended, including without limitation, by the Protocol signed at The Hague, September 28, 1955.

2. Application of Contract

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



punitive damages arising out of or in connection with the performance of its obligations under these rules.

- J. DAC's obligations hereunder extend only to the Ticketed Passenger. There are no third-party beneficiaries to these rules.
- K. Except where provided otherwise by law, DAC's Contract of Carriage, rules and tariffs are subject to change without notice, provided that no such change shall apply to Tickets issued prior to the effective date of such change.
- L. The invalidity of any provision herein by local law shall not affect the validity of any other provision that shall remain in full force and effect.
- M. If DAC makes arrangements for Passengers with any third party to provide any services other than carriage by air, or if DAC issues a Ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, DAC does not assume responsibility for the ground transportation of any Passenger or their baggage. The terms and conditions of the third-party service provider will apply, as well as Section 11 below.
- N. Except as otherwise provided below, fare Section provisions, local or joint fares, contained in the On-line Tariff Database maintained by Airline Tariff Publishing Company on behalf of DAC are considered to be part of International Passenger Rules and Fares Tariff No. IPR-2, C.A.B. No. 376, NTA(A) No. 210.I
- O. By purchasing a Ticket or accepting transportation under this Contract of Carriage, the Passenger agrees to be bound by the Federal Aviation Act (49 U.S.C. 40101, et seq.), including the Airline Deregulation Act (49 U.S.C. 41713)

3. Reservations Confirmation/Fare Quotes/Disclosures

- A. A reservation for space on a given flight of DAC is valid when the availability and allocation of such space is confirmed by DAC or an authorized agent of DAC and entered into DAC's reservations system. At the time of reservation, DAC requires the full name consisting of full first and last name for each Passenger to be entered into the name field of the reservation, and other government mandated information, including but not limited to date of birth and gender. EXCEPTION: Only one name will be required for reservations for Passengers whose passports reflect only one name. Reservations that do not contain the full name of each Passenger, other required information, or fraudulent information will be automatically canceled within 72 hours of reservation confirmation. DAC requires ticketing at the time of reservation. DAC will allow a 100 percent refund to the original form of payment if the request is made within 24 hours of ticketing and if the reservation is made seven (7) days or more prior to the scheduled flight departure and the Ticket is purchased directly through DAC.
- B. Subject to payment or other satisfactory credit arrangements, a validated Ticket will be issued by DAC or the authorized agent of DAC indicating such confirmed reserved space provided the Passenger applies to DAC or the authorized agent of DAC for such Ticket within the Check-In Time Limits specified in Section 4 (C) and (D). Such reservation of space is subject to cancellation by DAC



without notice if the Passenger does not comply with this Section. EXCEPTION: Where other rules, including fare rules, provide for the issuance, validation, or purchase of a Ticket within specific time limits, these specific time limits will apply.

- C. Once a Passenger obtains a Ticket indicating confirmed reserved space for a specific flight and date either from DAC or its authorized agent, the reservation is confirmed even if there is no record thereof in DAC's reservation system. EXCEPTION: Tickets shall not be valid if reservations are canceled pursuant to Section 4 or canceled by the Passenger or their representative.
- D. Seat assignments – DAC does not provide seat assignments.
- E. Where other Rules, including Fare Rules, provide for the issuance, validation, or purchase of a ticket within specific time limits, these specific time limits will apply.
- F. DAC will disclose at the time a reservation is made and prior to actual Ticket purchase, any available information regarding a change of aircraft that has the same flight number.
- G. Upon request, DAC will disclose general information regarding aircraft configuration, for the aircraft type on which the Passenger is booked. Variations may occur within an aircraft type.
- H. DAC will disclose to a passenger, upon request, whether the flight on which the Passenger is ticketed, at the time of the request, is overbooked if, within the usual and ordinary scope of such DAC employee's work, the information is available to the employee to whom the request is directed.
- I. DAC may limit the number of Passengers carried at any fare level and certain fares will not necessarily be available on all flights. The number of seats which DAC shall make available on a given flight will be determined solely by DAC.
- J. Pre-purchased non-fare related items, including but not limited to Baggage Fees paid online, at a kiosk, or through an agent of DAC, are nonrefundable unless the passenger is unable to travel due to an over sale situation or a flight cancellation.

4. Cancellation of Reservations

- A. DAC has the right to cancel reservations (whether or not confirmed) of any Passenger whenever such action is necessary to comply with any governmental regulation, upon any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond DAC's control, (including, but not limited to acts of God, force majeure events, strikes, civil commotions, embargoes, wars, hostilities, or other disturbances, whether actual, threatened, or reported).
- B. DAC has the right to cancel reservations (whether or not confirmed) due to the Passenger's failure to comply with the rules set forth herein, including but not limited to, the Passenger's failure to pay for the applicable Ticket under the conditions applicable to the fare for such travel.
- C. Failure to Occupy Space – If a Passenger fails to occupy space which has been reserved for them on a flight of DAC and DAC fails to receive notice of the cancellation of the reservation before the departure, or if any carrier cancels the reservation of any Passenger, DAC may cancel all reservations



(whether or not confirmed) held by such Passenger on the flights of DAC or any carrier for continuing or return space, provided DAC or an authorized agent of DAC originally reserved that space.

- D. Check-In Time Limits – DAC has the right to cancel reservations (whether or not confirmed), deny boarding and/or refuse the acceptance of Checked Baggage of any Passenger who fails to present themselves within the applicable check-in or loading gate time limits for Passengers and/or Baggage.
 - 1. Domestic flights:
 - a. Passengers must check-in and obtain a boarding pass at least 60 minutes prior to scheduled departure at the following departure points: Atlanta (ATL), Denver (DEN), Chicago (ORD), Minneapolis (MSP), Dallas (DFW), Phoenix (PHX)
 - b. Passengers must check-in and obtain a boarding pass at least 45 minutes prior to scheduled departure at all other DAC departure points.
 - c. All Passengers must be present at the loading gate for boarding at least 30 minutes prior to scheduled departure.
- E. The time limits provided by DAC in this Section are minimum time requirements. Passenger and baggage processing times may differ from airport to airport. It is the Passenger's responsibility to arrive at the airport with enough time to complete any ticketing, check-in, baggage and security screening processes, and boarding requirements within these minimum time limits. NOTE: Please see www.denverairconnection.com for more information.
- F. DAC is not liable for any consequential, compensatory, or other damages when it cancels reservations (whether or not confirmed) of any Passenger in accordance with this Section, but if the reservation was canceled according to paragraph (A) of this Section, see Section 21.
- G. All of DAC's flights may be subject to overbooking which could result in DAC's inability to provide previously confirmed reserved space for a given flight or for the class of service reserved. In that event, DAC's obligation to the Passenger is governed by Section 18.
- H. DAC reserves the right to cancel bookings and/or reservations which it deems fraudulent, abusive, illogical, fictitious, which are booked and/or reserved with no intention of flying, or for which the Passenger makes a misrepresentation without notice to the Passenger or the individual making the booking. The types of improper reservations that DAC will cancel without notice include, but are not limited to: reservations made without having been requested by or on behalf of the named Passenger; reservations made to hold or block seats for the purpose of obtaining lower fares, or upgrades that may not otherwise be available; reservations made to manipulate, abuse, or circumvent any of DAC's fare rules, policies or provisions; reservations made for the same Passenger on flights traveling on or about the same date between one or more of the same or nearby origin or



destination cities; and reservations with connections that depart before the arrival on the inbound flight.

- I. Voluntary Cancellation by Passenger – see Section 20 Refunds.

5. Tickets and Reservations

- A. All of DAC's reservations are paperless reservations. Tickets (Reservations) are electronic documents that reside in the electronic reservation systems.
- B. When more than one Ticket must be issued to properly reflect all of the information required for a complete flight itinerary, the individual Tickets will be cross-referenced by Ticket numbers and are considered to be a single Ticket or "Conjunction Ticket."
- C. A Ticket will not be issued, and in any case, DAC will not be obligated to carry any Passenger, until the Passenger has paid the applicable fare.
- D. No person will be entitled to transportation except upon presentation of a valid Ticket.
- E. Electronic Flight Coupons will be honored only in the order in which they were intended to be used.
- F. Tickets are not transferable unless otherwise stated on the Ticket at the time it was issued. The purchaser of a Ticket and/or the Passenger intending to use such Ticket is responsible for ensuring that the Ticket accurately states the Passenger's name. Presentation of a Ticket by someone other than the ticketed Passenger renders the Ticket void, and DAC is not liable to the owner of a Ticket for honoring or refunding such Ticket when presented by another person. If a Ticket is in fact used by an unauthorized person with or without the knowledge or consent of the person to whom the Ticket was issued, DAC will not be liable for the destruction, damage, or delay of such unauthorized person's baggage or other personal property, or for the death or injury of such unauthorized person arising from or in connection with such unauthorized use. As used herein, "unauthorized person" means any person other than the person to whom the Ticket is issued and who is entitled to be transported or to a refund in accordance with the rules in this Contract of Carriage.
- G. A Ticket will be valid only for flight(s) for which reservation(s) have been made and only between the points named on the ETicket. A Passenger holding an unused open-date Ticket or portion thereof or who wishes to change a ticketed reservation to another date, shall not be entitled to any preferential right with respect to the obtaining of reservations.
- I. Passengers Occupying Two (2) Seats – Upon request, or if determined necessary by DAC, and given availability, a Passenger will be permitted to the exclusive use of two (2) seats subject to the payment of two (2) applicable fares for the points between which the two (2) seats will be used, subject to availability. A Ticket will be issued for each seat and the normal Checked Baggage



Allowances will apply in connection with each such Ticket presented to DAC. The Carry-on allowance is limited to the allowance for one individual.

J. Prohibited Practices:

1. 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 being traveled even when the purchase and use of such Tickets would produce a lower fare. This practice is known as "Hidden Cities Ticketing" or "Point Beyond Ticketing" and is prohibited by DAC.
2. The purchase and use of round-trip Tickets for the purpose of One-Way travel only, known as "Throwaway Ticketing" is prohibited by DAC.
3. The use of Flight Coupons from two or more different Tickets issued at round trip fares for the purpose of circumventing applicable tariff rules (such as advance purchase/minimum stay requirements) commonly referred to as "Back-to-Back Ticketing" is prohibited by DAC.
4. The failure to comply with applicable stayover requirements, the failure to meet the purpose or status requirement associated with the Ticket's fare category, and the purchase or use of a Ticket that DAC determines circumvents the applicable fare rules.
5. Any practice that DAC believes, in its sole discretion, is exploitative, abusive or that manipulates/bypasses/overrides DAC's fare and Ticket rules.

K. DAC's Remedies for Violation(s) of Sections - Where a Ticket is purchased and used in violation of the law, these rules, or any fare Section (including Hidden Cities Ticketing, Point Beyond Ticketing, Throwaway Ticketing, or Back-to-Back Ticketing), DAC, without notice to the Passenger, has the right in its sole discretion to take all actions permitted by law, including but not limited to, the following:

1. Invalidate the Ticket(s);
2. Cancel any remaining portion of the Passenger's itinerary.
3. Confiscate any unused Flight Coupons until the amount reflected in 5) below is collected;
4. Permanently ban or refuse to board the Passenger and to carry the Passenger's baggage, unless the difference between the fare paid and the fare for transportation used is collected prior to boarding;
5. Assess the Passenger for the actual value of the Ticket which shall be the difference between the lowest fare applicable to the Passenger's actual itinerary and the fare actually paid;
6. Charge a delivery fee and penalty, set at DAC's discretion, to send Checked Baggage to the Passenger; and
7. Take legal action with respect to the Passenger.



- L. DAC may mandate the issuance of an e-Ticket regardless of market, carrier, form of payment, or customer type. DAC will not issue paper tickets.
- M. Unless prohibited by local law, DAC may restrict acceptable forms of payment for its tickets, products, or services to debit or credit card.
- N. Ticket Validity Period - Except as otherwise provided in this Section or required by the applicable local law of a foreign jurisdiction, any eligible Ticket issued by DAC or its authorized agent on DAC Ticket Stock will be valid for transportation for one year from the date on which transportation commences at the point of origin as designated on the original Ticket or, if no portion of the Ticket is used, one year from the date of issuance of the original or reissued Ticket, whichever is later. When an unused published fare Ticket is completely reissued, the new Ticket validity on the reissued Ticket will be determined from the date the Ticket was reissued. When a Ticket includes an excursion or special fare having a shorter period of validity than one year, the shorter period of validity will apply only to the excursion or special fare transportation. When a fare limits the carriage to specific periods of the day, week, month, or year, the Ticket is valid for the specified periods only. When fares are combined to create Round/Circle/Open-Jaw Trips, the most restrictive provisions will apply to the entire transportation. NOTE: Non-refundable fares have no value after ticketed departure time. EXCEPTION: When the Passenger cancels the ticketed flight reservations prior to the ticketed departure time, the ticket will be valid for transportation for one year from the date of issuance of the original ticket and will be subject to any and all applicable fees. Otherwise, the ticket has no value after ticketed departure time.
- O. Extension of Validity Period:
 - 1. If the Passenger is prevented from using the Ticket, or a portion thereof during the period of validity specified in this Section due to a DAC flight cancellation or because DAC is unable to provide space on the flight, DAC will, without additional collection of fare, extend the Ticket validity period of such Passenger's Ticket until the first flight of DAC on which space is available in the class of service for which the fare has been paid.
 - 2. If a Passenger is unable to commence or continue travel because of the death or serious illness of the Passenger, the Passenger's immediate family member(s), or the Passenger's traveling companion(s), DAC may, in its sole discretion, waive or refund any applicable change fees associated with changing the ticket(s). See Section 20 or visit DAC's website, www.denverairconnection.com, for details regarding DAC's Refund Policy.
- P. Ticket Issue Date –

The date when payment is made by credit card, or the Ticket invoice date established when payment is made by other acceptable form of payment, will constitute the date a Ticket is "issued" in determining the validity period under this Section.
- Q. For passengers holding a Ticket issued by an entity other than DAC (such as an authorized travel agent), flight changes, passenger name changes, Ticket exchanges, and refunds must be processed via the Ticket's original booking source/agent in order to retain the forms of payment on the initial



Ticket and keep the Ticket and funds associated with such Ticket accessible to the initial booking source/agent.

If a passenger holding a ticket issued by an entity other than DAC (such as an authorized travel agent) exchanges, cancels, or surrenders such Ticket via a DAC system or by a DAC agent, the funds associated with such Ticket become nonrefundable.

6. Paper Vouchers

A. General Terms of Use –

1. Vouchers may be transferred to other persons.
2. Vouchers are valid for 180 days from date of issue.
3. Vouchers may be issued at DAC's discretion to accommodate customer refunds, changes, goodwill, marketing, and prepaid programs.
4. DAC will provide the customer with the details of the voucher and is not responsible for lost or missing vouchers.
5. Vouchers may be booked in any available normal fare.
6. Vouchers must be used through the DAC Call Center.
7. Reservations completed using a voucher must be completed prior to the expiration date of a voucher, unless previously agreed or noted.
9. Reservations completed using a voucher that require changes or cancellation will be refunded to a new voucher where applicable.
10. Vouchers are valid only for travel on flights marketed by and operated by DAC.
11. Vouchers must be surrendered to DAC at time of check-in for originating flight

7. Acceptance of Children/Minors and Infants

A. Children/Minors/Infants Traveling Accompanied

1. Children under the age of five (5) must be "accompanied" by an Adult Passenger or the child's Parent/Legal Guardian on the same flight and in the same compartment.
2. Lap Children (infants under the age of two (2) years):
 - a. Infants under the age of two (2) years may be held as a "Lap Child" by a parent ticketed at the applicable adult fare. A USD 0 value or fee only Ticket must be issued for an infant.
 - b. Additional infants under the age of two (2) years must occupy a seat and be ticketed at the applicable adult fare.
 - c. Infants under the age of two (2) years for whom a seat at the applicable adult fare has not been purchased, may not occupy a seat.



- d. Each infant must be ticketed on DAC segments regardless of whether the infant occupies a separate seat.
 - e. For passengers holding a Ticket issued by an entity other than DAC (such as an authorized travel agent), infants/lap children must be added to passenger's itinerary by the original booking source.
3. Children who have reached their second birthday are required to purchase a seat and occupy a seat with a separate seat belt. Infants reaching their second birthday after outbound flights will be required to purchase a Ticket and occupy a seat for continuing/return flights only.
 4. Infant/child Seats: Children unable to sit upright with the seat belt fastened must be carried in an approved infant/child seat, if not being held by an Adult Passenger as a lap child. Infant/child seats:
 - a. Must be FAA approved and be clearly marked with the original NHTSA label.
 - b. Must be used in unoccupied aircraft seats and cannot be held in an adult's lap.
 - c. Cannot be used in an Exit Row.
 - d. Must remain properly secured to an aircraft seat at all times unless stored as a Carry-on.
 5. Proof of age may be required by DAC for any child, minor, or infant traveling accompanied.

B. Unaccompanied Minors

1. DAC requires Unaccompanied Minor service for children/ age five (5) through fourteen (14) who are not accompanied by a Passenger who is at least 15 years old or a Parent/Legal Guardian. Unaccompanied Minor service applies only to nonstop or direct flights operated by DAC. DAC does not offer Unaccompanied Minor service to or from other carriers. Children five (5) to fourteen (14) years old must be accompanied by a passenger at least fifteen (15) years of age.
2. Unaccompanied children under five (5) years of age are not accepted on flights operated by DAC.
3. DAC's Unaccompanied Minor service is mandatory for unaccompanied children ages five (5) through fourteen (14) years old and may be purchased optionally for minors age fifteen (15) through seventeen (17). For minors age fifteen (15) through seventeen (17) for whom DAC's Unaccompanied Minor service is not purchased, DAC incurs no financial or guardianship responsibilities beyond those applicable to an adult Passenger.
4. Unaccompanied children/minors age five (5) through fourteen (14) years old can only travel on nonstop flights operated by DAC. Unaccompanied minors may not make connections to other DAC flights. This includes (but is not limited to) through flights to or from the following city pairs: DEN/DFW via CVN, DEN/ORD via ATY, DEN/PHX via CEZ, or DEN/PHX via TEX.
5. Unaccompanied Minor service may be denied due to the potential of diversion due to weather or another uncontrolled event.

6. Unaccompanied children/minors must be brought to the airport of departure by a parent, legal guardian, or responsible party at least 60 minutes prior to the minimum required check-in time (in addition to regular airport processing times shown for the airport). This parent, legal guardian, or responsible party shall remain with the unaccompanied child(ren)/minor(s) until the unaccompanied child(ren)/minor(s) has boarded and the plane is airborne, and who shall confirm that the unaccompanied child(ren)/minor(s) will be met by another parent, legal guardian, or responsible party upon deplaning at the final destination and shall furnish DAC with that individual's name, address, and phone number(s). Emergency Contact information, who can make decisions if the departure or arrival parent/guardian cannot be reached, must be provided to Denver Air Connection.
7. The parent, legal guardian, or responsible party receiving the unaccompanied child(ren)/minor(s) upon deplaning at the final destination will be required to present a government-issued photo ID that matches the name and address provided by the parent or guardian who delivered the child to the departure airport, and may also be required to complete and sign documentation relating to such unaccompanied child(ren)/minor(s). DAC reserves the right to refuse to release an Unaccompanied Minor to anyone other than the pre-designated individual.
8. When two (2) or more Unaccompanied Minors are traveling together, the most restrictive age requirement will apply.
9. Proof of age may be required by DAC.
10. DAC, at its sole discretion, may set limits on the number of unaccompanied minors that may be accepted on a flight operated by DAC.
11. Unaccompanied Minor Service Charge
 - a. Service charges for Unaccompanied Minor service is subject to change at DAC's discretion. The fare for Unaccompanied Minor service for children age five (5) through fourteen (14) years old includes the applicable adult fare in addition to a service charge of \$50 USD per child assessed for each One-Way journey from the child's boarding point to the child's final destination.
12. For purposes of this Section, Unaccompanied Minor service includes reasonable supervision for Unaccompanied Minors from boarding until deplaning at the final destination.
13. Unaccompanied minors cannot be booked by any entity other than DAC (such as a travel agent). Unaccompanied minors must be booked through DAC's call center.

8. Special Services

A. Definition of Non-Ambulatory under this Section:

1. Persons who are unable to move themselves or need the support of another person to walk or move but who are otherwise capable of caring for themselves without assistance throughout the flight are considered Non-Ambulatory.

2. If a Passenger uses a wheelchair for convenience, the Passenger is not considered to be Non-Ambulatory.
 3. A child or infant is not considered to be Non-Ambulatory merely because of their age, except when requiring an Infant Transport System.
 4. If the Passenger can move themselves from their seat to the nearest emergency exit without the aid of another person, the Passenger is not considered to be Non-Ambulatory, regardless of the degree of impairment.
- B. Qualifications for Acceptance of Non-Ambulatory Passengers - Non-Ambulatory Passengers are accepted when accompanied by an assistant able to assist the Non-Ambulatory Passenger to evacuate the aircraft in accordance with 14 CFR Part 382.29. See Section 14.
- C. Qualified Individual with a Disability - DAC offers, at the written request of the Passenger with at least 24 hours advance notice, the following service accommodations:
1. Transportation of an electric wheelchair.
 2. Use of a Passenger's own respirator, Continuous Positive Airway Pressure (CPAP) machine, or Personal Oxygen Concentrator (POC).
- D. When Travel Assistance is Required:
1. If DAC determines that an assistant is essential for safety, DAC may require that a Passenger, including a Qualified Individual with a Disability, meeting any of the following criteria travel with an assistant as a condition of being provided air transportation:
 - a. A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from DAC personnel, including the safety briefing required by 14 CFR, Part 121.571(a)(3), (a)(4) and 135.117(b);
 - b. A person with a mobility impairment so severe that the person is unable to physically assist in their evacuation of the aircraft; or
 - c. A person who has both severe hearing and severe vision impairments if the person cannot establish some means of communication with DAC personnel adequate to permit the transmission of the required safety briefing.
- NOTE: DAC may determine that a person meeting the criteria in subparagraphs (a), (b) or (c) above must travel with an assistant, contrary to the individual's self-assessment that they are capable of traveling independently.
- NOTE: Individuals who are not ticketed for travel but need to aid a customer are allowed past security checkpoints. They must check-in at the ticket counter to receive a gate pass that allows them through security without a ticket. DAC is not required to find or provide a safety assistant. Flight attendants and other crew members cannot assist with any medical services, assistance inside the lavatory, or in actual feeding.



2. If, because there is not a seat available on a flight for an assistant whom DAC has determined to be necessary, a Qualified Individual with a Disability with only one confirmed reservation is unable to travel on the flight for safety reasons, the Qualified Individual with a Disability shall be eligible for denied boarding compensation in accordance with Section 18. For purposes of determining whether a seat is available for an assistant, the assistant shall be deemed to have checked in at the same time as the Qualified Individual with a Disability.
- E. For rules regarding wheelchairs, see Section 16 and 21.

9. Medical Services

- A. Onboard Medical Oxygen Service - DAC does not provide on-board medical oxygen service. DAC is not liable for failure to provide this service in an emergency or other circumstance beyond its control.
- B. Passenger-Provided Portable Oxygen Concentrators - Portable oxygen concentrators (POCs) approved by the Federal Aviation Administration (FAA) may be carried and used on board flights operated by DAC, at no charge, in accordance with specific FAA requirements. Passengers utilizing POCs must also meet the following conditions:
1. Portable oxygen concentrators carried and used onboard DAC aircraft must bear a label with the following statement in red lettering "The manufacturer of this POC has determined that this device conforms to all applicable FAA acceptance criteria for POC carriage and use on board aircraft" or be listed in 14 CFR 121.574. POC devices may be carried in the cabin if they meet DAC's carry-on Baggage based on aircraft size and weight requirements.
 2. Portable oxygen concentrators used during flight must be stowed beneath an aircraft seat. Due to limited under-seat storage space, some portable oxygen concentrator models may not be permitted on DAC aircraft. Contact the DAC call center to determine whether a specific portable oxygen concentrator has been verified to fit onboard DAC aircraft.
 3. Passengers must satisfy specific requirements prior to boarding the aircraft. The Passenger must:
 - a. provide advance notice in the reservation record that they are planning to use a POC on board the flight.
 - b. have a signed written Doctor's statement that:
 - i. states the user of the POC has the physical and cognitive ability to see, hear and understand the device's aural and visual cautions and warnings and is able, without assistance, to take appropriate action in response to those cautions and warnings.
 - ii. states whether or not oxygen use is medically necessary for all or a portion of the flight(s) listed on the Passenger's itinerary.
 - iii. specifies the maximum oxygen flow rate in liters per minute corresponding to the pressure in the cabin of the aircraft under normal operating conditions.

- iv. may be reviewed at the airport prior to boarding and must be kept by the Passenger and provided upon request by DAC personnel at any time during travel.
 - c. ensure that they have ample batteries to power the POC for the duration of their flight plus three (3) additional hours to allow for unanticipated delays and any ground connection time where the POC is planned to be used. (NOTE: aircraft inseat electrical power is not available for Passenger use with POCs)
 - d. ensure that all extra batteries are properly protected from short circuiting by either:
 - i. having recessed battery terminals or;
 - ii. packing them so that the batteries do not contact metal objects, including the terminals of other batteries
- 4. Failure to meet the requirements will result in denied use of the POC during travel. Passengers planning on traveling with POCs are solely responsible for advising DAC as soon as reservations are confirmed, regardless of whether the reservations were made through a travel agent, on the internet, or directly with DAC in order to confirm specific requirements and to provide the airline with required information.
- 5. When traveling on or connecting to or from any flight other than a DAC flight, the Passenger is responsible for notifying and making independent arrangements directly with the other airline.
- 6. POCs are assistive devices for Passengers with disabilities. As such, they do not count toward Carry-on or Checked Baggage limits, whether or not they are used on board. They must be able to fit underneath the seat or in an overhead storage compartment. A Passenger using a POC may not sit in an exit row or bulkhead seat. Additionally, a Passenger using a POC during takeoff and landing may not sit in an aisle seat.
- 7. DAC is not liable for POC equipment failures, failure of the batteries that power the POC, or any other losses or damages alleged by the Passenger or any other person arising out of the use or possession of the POC, unless caused by the gross negligence or willful misconduct of DAC.
- C. Medical Transport Services - DAC does not offer Medical Transportation Services or the transfer of hazardous materials.

10. Service Animals

- A. Service Animals: DAC accepts for transportation, without charge, one Service Animal for travel with a Qualified Individual with a Disability who requires the animal to assist them in the performance of necessary activities. A service animal is defined as a dog that's individually trained to do work or perform tasks for the benefit of a qualified individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability, including but not limited to: visual impairments, deafness, seizures, mobility impairments or post-traumatic stress disorder. The animal will be



permitted to accompany the Passenger aboard the aircraft, if it meets the conditions of acceptance noted below.

1. Conditions of Acceptance

- a. Evidence that an animal is a Service Animal include identification cards, other written documentation, the type of harness or markings on the harness, tags, or other credible assurances of the Qualified Individual with a Disability using the animal. DAC, in its sole discretion, will determine if the evidence is sufficient.
- b. Service Animals must be properly harnessed or leashed and remain under the direct control of the Passenger. A Service Animal in addition to its owner/Passenger, DAC's sole discretion, will be denied boarding, or removed from the flight if the animal is too large or heavy to be accommodated in the cabin in the floor space immediately adjacent to the Passenger, but in no way obstructing the aisle way, cannot be contained or controlled 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. The Passenger must submit the U.S. Department of Transportation (DOT) Service Animal Air Transportation Form attesting to the animal's health, training, and behavior at least 24 hours before departure. Passengers may be asked to present this documentation at any point throughout their journey. The U.S. Department of Transportation (DOT) Service Animal Air Transportation Form is available via the DOT website and Transportation Form is available at www.denverairconnection.com, Policies, Pet/Service Animal Policy or at any of our Ticket Counters.

2. DAC accepts for transportation, without charge, a properly harnessed dog trained in explosive detection, drug search, and rescue, or other specific functions, when accompanied by its handler on official emergency business as authorized by an appropriate federal, state, or local government agency. Such official duty status must be documented in writing to the satisfaction of DAC. The dog will be permitted to accompany its handler into the cabin, but not to occupy a seat.
3. Local regulations at the Passenger's final or intermediate destination(s) may apply and impose further requirements or restrictions, including but not limited to, carriage in the Passenger cabin, limitations on the designation of Service Animals to dogs only, or the non-recognition of animals as trained and qualified Service Animals.
4. Trainers are permitted to bring one Service Animal onboard free of charge that is training to assist disabled Passengers. This service animal must not occupy a seat and must meet all other conditions specified in this Section.

- B. Emotional Support, Psychiatric Service Animals, Service Animals in Training may be transported as Pets. NOTE: See Section 16 for Conditions of Acceptance for Pets. As of February 28, 2021, emotional



support animals are considered as ordinary pets in cabin. All applicable cabin pet policies and procedures apply to emotional support animals.

- C. Service Animals may not occupy a seat. DAC will accept only fully-trained service dogs as Service Animals.
- D. Customers are permitted to purchase an extra seat for the additional foot space for a Service Animal. Purchasing an extra seat does not provide additional carry-on or checked baggage allowances. Purchasing an extra seat does not permit an additional kennel for the customer.
- E. Passengers with Service Animals will not be seated in emergency exit rows. They may not obstruct an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation.
- F. The Passenger affirms that they have no reason to believe that the Service Animal poses a threat to the health and safety of others, and assumes full responsibility for the safety, well-being, and conduct of its animal, including the interaction of the animal with crew and other Passengers or Passenger property that may come in contact with the animal while on board the aircraft, and for compliance with all DAC and governmental requirements, regulations, or restrictions, including entry permits and required health certificates of the country, state, or territory from and/or to which the animal is being transported. Any Passenger who, by failing to comply with this Section, causes DAC or its Passengers any loss, damage, or expense of any kind, consents and acknowledges that they shall reimburse DAC for any such loss, damage or expense.
- G. DAC will not be liable for loss or expense due to the Passenger's failure to comply with the provisions of this Section, including, without limitation, if any animal is refused passage into or through any state.

11. Ground Transfer Service

- A. DAC may provide or procure ground transfer service between airports and city centers, between airports and any point in a Passenger's itinerary, or to places of lodging.
- B. Except where ground transfer service is directly operated by DAC, it is agreed that any such service is performed by independent operators. Such independent operators are not agents or servants of DAC, and DAC assumes no responsibility for the ground transfer of any passenger and/or his/her baggage. Anything done by an employee, agent or representative of DAC in assisting the Passenger to make arrangements for such independent ground transfer service shall in no way make DAC liable for the acts or omissions of such independent operator.
- C. In cases where DAC maintains and directly operates local transfer services for its Passengers, the terms, conditions, rules and regulations of DAC, including but not limited to, those stated or to which reference is made in DAC's Tickets, Baggage Checks and baggage valuation agreements shall be



deemed applicable to such local ground transfer services. No portion of the air transportation fare shall be refundable in the event local ground services are not used by the Passenger.

12. Travel Documents

- A. Each Passenger desiring transportation across any international boundary is responsible for obtaining prior to travel and presenting upon request at any time all necessary travel documents, which shall be in good condition, and for complying with the laws of each country flown from, through or into which they desire transportation. Any Passenger who, by failing to comply with the laws of each country flown from, through or into which they desire transportation, causes DAC any loss, damage or expense of any kind, consents and acknowledges that they shall reimburse DAC for any such loss, damage or expense. DAC is not liable for any assistance or information provided by any employee or agent of DAC to any Passenger relating to such documents or compliance with such laws, or for the consequences to any Passenger resulting from their failure to obtain and present such documents, which shall be in good condition, or to comply with such laws. Where legally permitted, DAC reserves the right to hold, photocopy or otherwise reproduce a travel document presented by any Passenger. DAC also reserves the right to deny boarding to any Passenger whose necessary travel documents are not in good condition according to DAC's reasonable belief, or which otherwise do not comply with the laws of the specific country the Passenger is departing from, transiting through, or traveling to.
- B. Subject to applicable laws and regulations, the Passenger must pay the applicable fare whenever DAC, on government order, is required to return the Passenger to their point of origin or elsewhere due to the Passenger's inadmissibility into/or deportation from a country. The fare will be the applicable fare in effect at the time of the original Ticket's issuance. Any difference between the applicable fare and the fare paid will be collected from or refunded to the Passenger, as the case may be. DAC will apply to the payment of such fares any funds paid by the Passenger for unused carriage or any funds of the Passenger in possession of DAC. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by DAC unless the law of such country requires that the fare be refunded.
- C. This Section and its limitations include, but are not limited to, Travel Documents related to travel by minors. Parents/guardians of minors are responsible for compliance with all requirements and procedures for minors travelling internationally, including, but not limited to documentary evidence, such as a notarized letter of relationship and permission for the minor's travel from the parent or legal guardian not present.

13. Screening of Passengers and Baggage

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



or arising out of security screening conducted by an agent of the airport or any local, state, or federal agency or a Passenger's failure to submit to or comply with such security screening.

14. Refusal of Transport

- A. DAC shall have the right to refuse transport on a permanent or temporary basis or shall have the right to remove from the aircraft at any point, any Passenger for the following reasons:
1. Breach of Contract of Carriage. Failure by Passenger to comply with the Sections of the Contract of Carriage.
 2. Government Request, Regulations or Security Directives. Whenever such action is necessary to comply with any government regulation, Customs and Border Protection, government or airport security directive of any sort, or any governmental request for emergency transportation in connection with the national defense.
 3. Force Majeure and Other Unforeseeable Conditions. Whenever such action is necessary or advisable by reason of weather or other conditions beyond DAC's control including, but not limited to, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, terrorist activities, or disturbances, whether actual, threatened, or reported.
 4. Search of Passenger or Property. Whenever a Passenger refuses to submit to electronic surveillance or to permit search of their person or property.
 5. Proof of Identity. Whenever a Passenger refuses on request to produce identification satisfactory to DAC or who presents a Ticket to board and whose identification does not match the name on the Ticket. DAC shall have the right, but shall not be obligated, to require identification of persons purchasing tickets and/or presenting a ticket(s) for the purpose of boarding the aircraft.
 6. Failure to Pay. Whenever a Passenger has not paid the appropriate fare for a Ticket, Baggage, or applicable service charges for services required for travel, has not paid an outstanding debt or Court judgment, or has not produced satisfactory proof to DAC that the Passenger is an authorized non-revenue Passenger or has engaged in a prohibited practice as specified in Section 4.
 7. Safety. Whenever refusal or removal of a Passenger may be necessary for the safety of such Passenger or other Passengers or members of the crew including, but not limited to:
 - a. Passengers, Passengers' Service Animals whose conduct is unlawful, indecent or sexual in nature, harassing, disorderly, offensive, abusive, or violent.
 - b. Passengers who fail to comply with or interfere with the duties of the members of the flight crew, federal regulations, or security directives;
 - c. Passengers who assault any employee of DAC, including the gate agents and flight crew, any employees of carriers doing business as DAC Airlines, any DAC or DAC vendor employee, or any DAC Passenger;



- d. Passengers who, through and as a result of their conduct, cause a disturbance such that the captain or member of the cockpit crew must leave the cockpit in order to attend to the disturbance;
- e. Passengers who are barefoot or not properly clothed;
- f. Passengers who appear to be intoxicated or under the influence of drugs (other than a qualified individual whose appearance or involuntary behavior may make them appear to be intoxicated or under the influence of drugs);
- g. Passengers wearing or possessing on or about their person concealed or unconcealed deadly or dangerous weapons; provided, however, that DAC will carry law enforcement personnel who meet the qualifications and conditions established in 49 C.F.R. §1544.219;
- h. Passengers who are unwilling or unable to follow DAC's policy on smoking, vaping, or use of other smokeless materials;
- i. Unless they comply with Section 5 (I), Passengers who are unable to sit in a single seat with the seat belt properly secured, and/or are unable to put the seat's armrests down when seated and remain seated with the armrest down for the entirety of the flight, and/or Passengers who significantly encroach upon the adjoining Passenger's seat;
- j. Passengers who are manacled or in the custody of law enforcement personnel;
- k. Passengers who have resisted or may reasonably be believed to be capable of resisting custodial supervision;
- l. Pregnant Passengers in their ninth month, unless such Passenger provides a doctor's certificate dated no more than 72 hours prior to departure stating that the doctor has examined and found the Passenger to be physically fit for air travel to and from the destination requested on the date of the flight, and that the estimated date of delivery is after the date of the last flight;
- m. Passengers who are incapable of completing the flight safely, without requiring extraordinary medical assistance during the flight, as well as Passengers 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.
- n. Passengers who fail to travel with the required safety assistant(s), advance notice and/or other safety requirements pursuant to Sections 8 and 9;
- o. Passengers who do not qualify as acceptable Non-Ambulatory Passengers (see Section 8);
- p. Passengers who have or cause a malodorous condition (other than individuals qualifying as disabled);
- q. Passengers whose physical or mental condition is such that, in DAC's sole opinion, they are rendered or likely to be rendered incapable of comprehending or complying with safety



instructions without the assistance of an escort. The escort must accompany the escorted Passenger at all times; and

- r. Unaccompanied Passengers who are both blind and deaf, unless such Passenger is able to communicate with representatives of DAC by either physical, mechanical, electronic, or other means. Such Passenger must inform DAC of the method of communication to be used; and
 - s. Passengers who are unwilling to follow DAC's policy that prohibits voice calls after the aircraft doors have closed, while taxiing in preparation for takeoff, or while airborne.
8. Any Passenger who, by reason of engaging in the above activities in this Section 14, causes DAC any loss, damage or expense of any kind, consents and acknowledges that they shall reimburse DAC for any such loss, damage or expense. DAC has the right to refuse transport, on a permanent basis, any Passenger who engages in any of the activities in this Section. In addition, the activities enumerated in this Section shall constitute a material breach of contract, for which DAC shall be excused from performing its obligations under this contract.
9. DAC is not liable for its refusal to transport any Passenger or for its removal of any Passenger in accordance with this Section. A Passenger who is removed or refused transportation in accordance with this Section may be eligible for a refund upon request. See Section 20 (A). As an express precondition to issuance of any refund, DAC shall not be responsible for damages of any kind whatsoever. The Passenger's sole and exclusive remedy shall be Section 20 (A).

15. Smoking Policy

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

16. Baggage

- A. General Conditions of Acceptance - Passengers may check Baggage for carriage in the baggage compartment of the aircraft and/or may carry Baggage on board the aircraft subject to provisions in this Section. DAC will accept Baggage subject to the following conditions:
- 1. Passengers must present a valid Ticket for transportation over the lines of DAC or over the lines of DAC and one or more other carriers with which DAC has an Interline Transportation agreement.

2. DAC has the right to refuse to transport Baggage on any flight other than the one carrying the Passenger.
3. DAC will refuse to accept property for transportation when the size, weight, character, or type of packaging renders it unsuitable for transportation on the particular aircraft which is to transport it, or when the property cannot be accommodated without harming or annoying Passengers or which poses a risk to other baggage or cargo, or which is not suitable or adequately packed to withstand ordinary handling.
4. All Baggage or other property for which DAC assumes custody and for which it issues a Baggage Claim Check shall be deemed acceptable for transportation by air.
5. Baggage will not be checked:
 - a. To a point that is not on the Passenger's Routing;
 - b. Beyond the Passenger's next point of Stopover or, if there is no Stopover, beyond the final Destination of the Ticket;
 - c. Beyond a point to which all applicable charges have been paid;
 - d. Beyond a point at which the Passenger is to Transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the Passenger is scheduled to arrive; or
 - e. To an intermediate point unless the intermediate point to which the Baggage is to be checked is a permissible Stopover point at the fare paid (except if the Passenger is making a connection to the first available DAC flight departing from such intermediate point and the connection exceeds four hours, the Passenger may reclaim their Baggage at such intermediate connecting point).
6. DAC has the right to refuse to accept Baggage from the Passenger if the Passenger fails to present the Baggage within the Check-in time limits specified in Sections 4 (D) and (E), or if the Passenger will be voluntarily separated from their Baggage (other than those Passengers whose flight is oversold and who volunteer to take a later flight). DAC may require a signed release of liability as a condition of Baggage acceptance in these circumstances.
7. It is the Passenger's responsibility to attach proper identification to Baggage, and DAC is not liable for a Passenger's failure to do so. It is also the Passenger's responsibility to claim the checked baggage at the baggage claim area, and DAC assumes no obligation to verify the identity of the bearer at the destination airport.
8. Checked Baggage will generally be carried on the same aircraft as the Passenger unless such carriage is deemed impractical by carrier, in which event the carrier will make arrangements to transport the Baggage on the next flight on which space is available.
9. All baggage is subject to inspection by DAC and/or the TSA. However, there is no obligation that DAC perform an inspection. DAC will refuse to transport or will remove at any point baggage that the Passenger refuses to submit for inspection.



10. DAC will not accept baggage or other personal property for storage.

B. Baggage Allowance - When a Passenger presents a valid Ticket for transportation between points on DAC, transportation of the Passenger's Baggage between such points will be subject to the terms and conditions of this Section, as well as the Additional Liability Limitations found in Section 21. For purposes of this Section, "Baggage Allowance" is defined as the number of pieces of Baggage that will be carried subject to payment of applicable service charge(s), either as Checked Baggage or Carry-on Baggage, provided such Baggage meets the specified Maximum Outside Linear Dimensions and maximum weight of each piece.

1. Checked Baggage Allowance - DAC will accept up to three pieces of Checked Baggage weighing less than 50 pounds (22.7 kg) and a Maximum Outside Linear Dimension of 62 inches (158cm) (measured by adding the width + length + height) subject to payment of the applicable service charge(s). First and second Checked Baggage service charges may vary depending on the Passenger's itinerary), and/or when and where baggage is checked and the applicable service charge is paid at the airport. In addition, the following provisions apply for Checked Baggage:

- a. DAC may, at its sole discretion, change, consider and make exceptions to its Baggage Allowance policy (e.g., to the number, size, weight, type, and/or applicable service charges) for certain fare types, certain credit card holders, active military personnel, and/or other Passengers depending on the fare class purchased.
- b. Applicable Baggage service charges(s) paid are non-refundable. A Passenger who does not travel as a result of a cancellation, Schedule Change, or Irregular Operations will be eligible for a refund upon request. See Section 20 (C). DAC will also reimburse Passengers for any fee charged to transport bag(s) that are lost.
- c. DAC may allow certain sporting equipment and other items to be checked in lieu of one piece of Baggage. See Section 16 (E) for more information.
- d. If bags exceed the maximum linear dimensions, weight, or allowance, excess baggage charges may also apply. Baggage weighing more than 75 pounds will not be accepted as Checked Baggage.
- e. The items listed below will not be included as part of the Checked Baggage Policy, and can be checked free of charge:
 - i. Assistive devices (e.g. cane, one set of crutches, one set of braces, prosthetic devices, or a wheelchair). For additional information on wheelchairs, see G) 4) below.
 - ii. For each accompanied child, one child/infant's car restraint seat and one of the following items: a collapsible stroller, a compact folding stroller, or a folding wagon.
- f. Baggage Charge Policies: Please check Denver Air Connection website (www.denverairconnection.com) for current baggage charges including oversize, overweight, and sporting equipment.

2. Carry-on Free Baggage Allowance –

DAC will accept one piece of Carry-on Baggage free of charge, which, for purposes of this Section, is referred to as the "Carry-on Free Baggage Allowance", and one personal item such as a shoulder bag, backpack, briefcase, laptop bag or similar item. Personal items carried onboard the aircraft must meet the size restrictions below:

Personal Item Size Restrictions			
Aircraft Type	Height	Width	Depth
SA227-DC Metroliner	6 in.	13 in.	14.5 in.
DO-328-300 Dornier jet	9 in.	13 in.	14.5 in.
EMB-145	9 in.	13 in.	14.5 in.

Carry-on Baggage may be stored in Carry-on compartments of the aircraft if so equipped, or it must be retained in the Passenger's custody and stored under a seat or in an overhead compartment approved for the carriage of such Baggage. See Section 16 (F) (4) below for DAC's Carry-on policy regarding musical instruments. Carry-on Baggage is subject to the following additional conditions:

- a. Operations, space constraints, security directives and/or other safety considerations may require limitations to the allowable Carry-on Baggage on a specific flight.
- b. DAC reserves the right in its sole and absolute discretion to determine the suitability and place of storage of any items to be carried in the cabin of the aircraft.
- c. DAC reserves the right to check a Passenger's Carry-on Baggage for any reason, including if the Carry-on Baggage cannot be safely stowed, or the Carryon Baggage is not compliant with the Maximum Outside Linear Dimensions specified in Section 16 (B) (2) above.
- d. In addition to the Carry-on Free Baggage Allowance listed above, the following items do not count toward the one Carry-on plus one personal item:
 - i. An overcoat or wrap.
 - ii. An umbrella.
 - iii. A reasonable amount of reading material.
 - iv. A pet carrier (the carrier must be small enough to fit underneath the seat without blocking any person's path to the main aisle of the aircraft, and it must be stowed properly before the forward customer entry door to the aircraft is closed).
 - v. Collapsible wheelchairs are not allowed on Denver Air Connection flights. Denver Air Connection is exempt from the federal requirement based on the seat size of our aircraft per 49 CFR 382.
 - vi. A government approved child/infant restraint seat meeting Federal Motor Vehicle and FAA Approval Standards.

- vii. A camera.
 - viii. A diaper bag.
 - ix. A breast pump.
 - x. A limited amount of Airport Duty Free items, merchandise purchased in the airport, or food. These items must be stowed in the same manner as Carry-on Baggage.
 - xi. Assistive devices (a cane, one set of crutches, prescription medications and any medical devices needed to administer the medications, a Portable Oxygen Concentrator (POC), etc.). These items must be stowed in the same manner as Carry-on Baggage.
 - xii. A compact folding stroller that complies with the Carry-on Baggage restrictions above.
3. Baggage Allowance for Children:
- a. Children paying for a seat will receive the appropriate baggage allowance for that seat in addition to one stroller or folding wagon and one car seat;
 - b. Lap children will be granted a Baggage Allowance of one stroller or folding wagon and one car seat.

4. Passenger Reroutes –

A Passenger rerouted in accordance with Section 19 will be entitled to the maximum Baggage Allowance applicable for the trip originally purchased, regardless of whether the Passenger is transferred to a different class of service or whether the Passenger is entitled to a fare refund.

C. Excess and Oversize/Overweight Baggage Limits and Charges

- 1. Except as otherwise provided in the terms of this Contract of Carriage or by law, articles transported as Checked Baggage may not exceed the Maximum Outside Linear Bags exceeding 80 linear inches will not be accepted for travel.
- 2. DAC may, in its sole discretion, change, consider or make exceptions to its Excess or Oversize/Overweight Baggage policy (e.g., to the number, size, weight, type and/or applicable service charges).-
- 3. Excess and overweight charges are published on the website as described in Section 16 (B) (1) (f) of this document. Baggage charges are cumulative. More than one charge may apply to oversized and overweight bags.
- 4. Excess and Oversize/Overweight Baggage charges may vary depending on the type of fare purchased, date of purchase, date of travel, active military status, the Passenger's domestic itinerary , and/or when and where Baggage is checked and the applicable service charge is paid (e.g., checked and pre-paid at www.denverairconnection.com or at the airport).



5. DAC's acceptance of Excess and Oversize/Overweight Baggage shall be on a space available basis only and shall be subject to the load capacities of the aircraft in use.
 6. Excess and/or Oversize/Overweight Baggage charges will apply from the point at which Baggage is accepted for transportation to the point at which Baggage is checked or transported in the Passenger compartment. Baggage connecting to other airlines also may be subject to the connecting airline's Excess and/or Oversize/Overweight Baggage charges, in addition to DAC's Excess and/or Oversize/ Overweight Baggage charges.
 7. Excess Baggage Embargoes – Excess and Oversize/Overweight Baggage may not be accepted on flights to/from certain destinations during certain specified dates (usually holiday periods). Contact DAC's Customer Experience team for a list of cities and effective dates if applicable.
 8. Declaration of Higher Value for Checked Baggage
 - a. Passengers are not permitted to declare a higher value for Checked Baggage on DAC. When personal property, including Baggage, is tendered for transportation via two or more carriers other than DAC with different maximum limits on declared value, the lowest limit for any such carrier shall apply to all carriers participating in such transportation.
- D. Cabin Baggage Requiring a Seat – When a Passenger requests that an item be carried in the Passenger cabin of the aircraft as Cabin Baggage, and it is determined by DAC in its sole and absolute discretion that the item is acceptable in the cabin but is so fragile and/or bulky as to require the use of a seat, the items will be accepted and considered Cabin Seat Baggage. Examples include, but are not limited to, large or valuable musical instruments, media cameras, artifacts, garment bags, and similar items of a delicate nature or unusual size. In addition to the Carry-on Baggage conditions specified in Section B (2) (a) and (b) above, the following provisions also apply to Cabin Baggage Requiring a Seat:
1. KLA prohibits the carriage of cabin seat baggage in the SA227-DC.
 2. Cabin Seat Baggage items are subject to thorough inspection.
 3. Such items must be able to withstand the rigors of flight and should be packaged or covered, as necessary, to prevent contents from escaping and to avoid possible injury to other Passengers. It is prohibited for either the instrument or the case to contain any object not otherwise permitted to be carried in an aircraft cabin because of the rules contained in this Contract, or any applicable law, regulation, rule, and/or security directive.
 4. Ticketed items must be carried aboard the aircraft and strapped in a seat adjacent to the owner using the seatbelt securely (eliminating the possibility of shifting).
 5. The weight of the item (including any case or covering) is not to impose any load on these seats or floor structure that exceeds the load limitations for these components, and cannot exceed 165 pounds, or the applicable weight restrictions for the aircraft. (for all baggage here and listed below, Denver Air Connection does not accept any item over 75 pounds) or the applicable weight restrictions for the aircraft.

6. No article secured to a seat may obstruct access to, or use of, any emergency or regular exit; block or protrude into any aisle or exit path; or obstruct any Passenger's view of the overhead fasten seatbelt and no smoking signs or any required exit sign or video monitor/screens. NOTE: Due to the cabin configuration and FAA regulations, Cabin Baggage locations may vary.
7. No article may be secured in an emergency exit seat.
8. A seat for ticketed Cabin Baggage must be reserved in advance.
9. DAC will charge 100 percent of the applicable Adult fare for the portion of the trip on which the extra seat is used. The Cabin Baggage will not be included in determining Baggage Allowance or Excess Baggage Charges.

NOTE: Cabin-Seat baggage may not be accepted due to weight/size restrictions.

NOTE: DAC personnel, including flight attendants and other crew members, cannot assist with the movement or placement of Cabin Baggage Requiring a Seat.

- E. Sports Equipment/Special Items – The sports items listed below, and which must weigh less than 50 pounds (22.7 kg) and a maximum outside linear dimension of 62 inches (158cm), will be accepted as Baggage by DAC in accordance with the following provisions, accepted subject to a Sports Equipment/Special Items fee. 15.00 for all other stations except TEX which is \$50.00. All fees are cumulative. Charges are based on a One-Way trip and are applicable from the point at which the item is accepted to the point to which the item is transported. Where an item is not included in the Baggage Allowance, and not specified as a special item listed below, it will be treated as Excess Baggage. Special item fees are based on a per item basis. Except for certain International Carriage subject to the terms of the Montreal Convention, DAC is not liable for damage to the Sports Equipment/Special Items specified below when carried as Checked Baggage.
1. Archery Equipment – One item of archery equipment (a bow case containing bows, a quiver with arrows, or a maintenance kit of sufficient strength to protect items from damage) will be considered as one item of sporting equipment and allowed in place of one checked bag. DAC is not liable for damage to archery equipment that is not contained in a hard-sided case.
 2. Baseball Equipment – One bag of baseball equipment will be considered as one item of sporting equipment and will be allowed in place of one checked bag. Baseball bats are not permitted in Carry-on Baggage.
 3. Bicycles – DAC accepts non-motorized bicycles with single or double seats (including tandem) or up to two (2) non-motorized bicycles packed in one case as Checked Baggage. If the bicycle(s) are packed in a container that is over 50 pounds (22.7 kg) and/or 62 linear inches (158 cm) service charges apply, it will be subject to standard oversize and overweight charges, and first and second bag fees may also apply. If the bicycle(s) are packed in a container that is less than 50 pounds (22.7 kg) and 62 (158 cm) total linear inches, there is no oversize/overweight service charge. Handlebars must be turned sideways, and protruding pedals and accessories must be removed, or all loose items must be enclosed in plastic foam or similar protective material, or the bicycle must be enclosed in a sealed box. DAC is not liable for damage to bicycles that do not



have the handlebars fixed sideways and pedals removed, handlebars and pedals encased in plastic foam or similar material, or bicycles not contained in a cardboard containers or hard-sided cases. Bicycles will not be accepted during excess baggage embargoes.

4. Boogie/Skim/Speed Boards – One boogie/skim/speed board or one boogie/skim/speed board bag containing up to two boards will be considered as one item of sporting equipment and allowed in place of one checked bag.
5. Bowling Equipment – One set of bowling equipment consisting of a bowling bag (up to three balls in one bag), one (1) to three (3) bowling balls, and one pair of shoes will be considered as one (1) item of sporting equipment and allowed in place of one (1) checked bag. Bowling equipment weighing more than 50 pounds (22.7 kg) will be subject to overweight baggage charges.
6. Camping Equipment – Tents, backpacks or knapsacks, and sleeping bags will be accepted as Checked Baggage. Certain items made of cloth, plastic, vinyl or other easily torn material and those having aluminum frames, outside pockets, straps, buckles and other protruding parts will be accepted as fragile items. DAC shall not be liable for fragile items. Lanterns, stoves and heating equipment which use liquid fuel, propane, butane or similar will not be accepted as checked or Carry-on baggage in accordance with DOT hazardous materials regulations.
7. Firearms/Shooting Equipment/Stun Guns – At DAC's sole discretion, one item of shooting equipment per Passenger will be considered as one (1) checked bag only when permitted by governmental regulations, and subject to the conditions below including DAC's firearm policy. One (1) item of shooting equipment is defined as: One (1) hardsided shooting equipment case containing up to five (5) firearms, with or without scopes, and 10 pounds (five kgs.) of ammunition. Additional quantities of firearms and/or ammunition are not accepted.
 - a. A Firearm will be accepted only from a customer who is 18 years of age or older.
 - b. Curbside check-in of a firearm is not permitted.
 - c. Advanced arrangements must be made.
 - d. The firearm, including a handgun, must be packed in a hard-sided container with three or more locks. The container must be locked at the time of acceptance by DAC and the key or combination must remain in the customer's possession. The locked hard-sided container holding a handgun may be placed inside an unlocked softside piece of luggage. DAC is not liable for damage to a firearm or a handgun that is not contained in a hard-sided case.
 - e. Baggage containing firearms will not be accepted knowingly for transportation by DAC at any point unless a declaration, signed by the Passenger presenting such Baggage and dated on the day the Baggage is accepted for transportation, is attached to the inside of the case declaring that the firearm is not loaded.
 - f. Properly packaged small arms ammunition up to a maximum of 10 pounds (five kgs.) may be checked as Baggage. Additional amounts are not accepted. The ammunition may be packed in the same container as the firearm or in a separate container. Ammunition must be packed



in the manufacturer's original package or securely packed in fiber, wood or metal containers and the ammunition inside the container must be protected against shock and secured against movement. The Passenger shall make a written declaration confirming that the above provisions are met. Ammunition with explosive or incendiary projectiles will not be accepted.

- g. Except for military missions, at no time will fully automatic weapons be acceptable as Checked or Carry-on Baggage.
- h. When a firearm that is used for sporting purposes is carried on the aircraft, the Passenger must have entry permits for the country/countries of transit and Destination. DAC is not liable for any assistance or information provided by any employee or agent of DAC to any Passenger relating to such entry permits, or for the consequences to any Passenger resulting from their failure to obtain such entry permits.

EXCEPTION: This provision may not apply to authorized persons who are performing a duty on board an aircraft, such as a law enforcement officer or diplomatic courier. Such Passenger may be permitted to retain custody of a firearm and ammunition upon identification at the time of check-in. The firearm will be transported in a section of the aircraft that is inaccessible to the customer.

- i. Stun Guns- Stun guns with their dry cell batteries removed are accepted in Checked Baggage only and solely for domestic travel, and when permitted by local, state, and/or governmental laws and regulations, which vary by destination. DAC is not liable for any assistance or information provided by any employee or agent of DAC to any Passenger relating to such regulations or compliance with such laws, or for the consequences to any Passenger resulting from their failure to comply with such laws or regulations. Tasers are prohibited as either Carry-on or Checked Baggage.
- 8. Fishing Equipment – Two (2) rods, one reel, one landing net, one (1) pair of fishing boots and one fishing tackle box (all properly encased) will be considered as one (1) item of sporting equipment and allowed in place of one (1) checked bag. The total of all fishing equipment must weigh less than 50 pounds (22.7 kg), or overweight charges may apply. Fishing equipment exceeding 80 linear inches will not be accepted as Checked Baggage.
 - 9. Golfing Equipment – One (1) standard-sized golf bag containing golf related equipment and personal items will be permitted and accepted as Checked Baggage, subject to the limits set forth in Section 16 (B) (1). Applicable overweight charges based on a customer's baggage allowance will apply. All contents must be properly encased in a suitable container. The golf bag must be covered or enclosed in a heavy, rigid carrying case. DAC assumes no liability for damages to items contained in a soft-sided case.
 - 10. Gymnastic Equipment -One (1) item of gymnastic equipment or one (1) suitable container or packaging that securely contains gymnastic equipment will be considered as one (1) item of sporting equipment and allowed in place of one (1) checked bag.



EXCEPTION: Gymnastic cases weighing over 50 lbs (22.7 kg) that do not contain only gymnastic equipment will be subject to Overweight/Oversize Excess Baggage Charges.

11. Hang Gliding Equipment – DAC does not accept Hang Gliding Equipment due to aircraft restrictions.
12. Hockey/Lacrosse Sticks/Curling Brooms or Brushes – Up to two (2) hockey, curling brooms/brushes, or lacrosse sticks taped together plus one (1) hockey, curling or lacrosse bag will be considered as one (1) item of sporting equipment and allowed in place of one (1) checked bag. A duffel bag containing hockey, lacrosse, or curling equipment is treated as a normal checked bag. A duffel bag containing hockey equipment is subject to applicable overweight and oversize excess baggage charges. Hockey, curling brooms/brushes, or lacrosse sticks carried in addition to the free baggage allowance will be assessed at the current excess baggage charges.
13. Javelins – One (1) hard-sided container encasing javelins that are taped together will be considered as one (1) item of sporting equipment, if aircraft size and load conditions permit, and allowed in place of one (1) checked bag. Javelins carried in addition to the free baggage allowance will be assessed at the current excess baggage charges.
14. Kiteboards – DAC does not accept Kiteboards due to aircraft restrictions.
15. Oars – One (1) pair of oars or one (1) oar case containing up to two (2) oars will be considered as one (1) item of sporting equipment, if aircraft size and load conditions permit, and allowed in place of one (1) checked item. Oars carried in addition to the free baggage allowance will be assessed at the current excess baggage charges.
16. Paintball Equipment – One (1) bag containing equipment used in the paintball sport will be considered as one (1) item of sporting equipment and allowed in place of one (1) checked item. Paintball guns are not permitted as Carry-on Baggage. A paintball gun may be checked in an unlocked soft or hard-sided case. Paintball ammunition must be packed in the manufacturer's original package or securely packed in a container that will protect the paint balls from breakage. Compressed gas cylinders must be empty and have the regulator removed to allow for a visual inspection by a TSA Security Screener. Unopened paintball air canisters in original plastic packaging are sold empty and Passengers do not need to demonstrate that the canisters are empty.
17. Parachutes/Parasails – A sports parachute or parasail will be considered as one (1) item of sporting equipment and allowed in place of one (1) checked item. A parachute or parasail taken onboard the aircraft must meet Carry-on size restrictions for placement underneath an aircraft seat. When checked as baggage, all excess, oversize and overweight charges will apply.
18. Pole vaults- DAC does not accept Pole vaults due to aircraft restrictions.
19. Pool cues -One (1) pool cue case containing pool cues will be accepted as Checked Baggage.
20. Scuba/Diving Equipment – One (1) suitable dive bag securely containing scuba/diving equipment will be considered as one (1) item of sporting equipment and allowed in place of one checked bag. Dive bags measuring more than 50 pounds and/or that are over 62 linear inches will be



charged as sporting equipment and special item charges apply. DAC does not accept empty dive or rebreather tanks. Compressed gas tanks are excluded from being checked or carried on board.

21. Skating Equipment – One (1) pair of ice skates, roller skates, or rollerblades will be considered as one (1) item of sporting equipment and allowed in place of one (1) checked bag. For Domestic Carriage only, ice skates are permitted in Carry-on Baggage. Skating equipment carried in addition to the baggage allowance will be assessed at the current excess baggage charge. Skating equipment is subject to applicable overweight and oversize excess baggage charges.
22. Surfboards – Subject to the conditions and charges specified below, one (1) surfboard or one (1) surfboard bag containing up to four boards per customer with a maximum weight less than 50 pounds (22.7 kg) and maximum length of 80 linear inches (203 cm) will be accepted as Checked Baggage. Oversize fees will apply for any surfboard that is greater than 62 (158 cm) linear inches. The skeg/fin must be removed or well padded. The entire board must be encased in a suitable container to avoid scratching.
 - a. DAC will accept surfboards as Checked Baggage up to the customer's maximum Checked Baggage Allowance. Any applicable oversize and overweight bag fees may apply.
 - b. Surfboards or surfboard bags more than 80 linear inches (203 cm) will not be accepted as Checked Baggage.
 - c. Allow an extra 30 minutes at check-in.
23. Tennis Equipment – One (1) tennis racket case containing tennis rackets and balls will be considered as one (1) item of sporting equipment and allowed in place of one (1) checked bag. Tennis equipment must be properly protected, or a limited liability form must be signed.
24. Water Skiing/Snow Skiing/Snowboard Equipment/Wakeboards
 - a. One (1) item of ski equipment (one pair of water skis, one snowboard, one wakeboard, up to two pairs of snow skis and associated equipment in one snowboard bag, or one pair of ski boots) with a weight less than 50 pounds (22.7 kg) is allowed in place of one (1) checked bag. If more than one (1) set of ski equipment is checked, each additional set of equipment (as outlined above) will be counted as one (1) item, and the associated service charge(s) will apply. Acceptance is subject to aircraft size and load conditions.
 - b. Ski Bags and ski boot bags weighing more than 50 pounds (22.7 kg) that contain other items in addition to or in place of appropriate snow or water-skiing equipment or ski boots will be subject to Overweight/Oversize Excess Baggage Charges.
25. Wave Ski – Subject to the conditions and charges specified below, one (1) wave ski or one (1) bag containing equipment used in wave skiing with a weight less than 50 pounds (22.7 kg) and maximum length of 80 linear inches (203 cm) will be accepted as Checked Baggage. Oversize fees will apply for any wave ski that is greater than 62 (158 cm) linear inches. The board must well-padded or the entire board must be encased in a suitable container to avoid scratching.



- A. DAC will accept wave skis as Checked Baggage up to the customer's maximum Checked Baggage Allowance. Any applicable oversize and overweight bag fees may apply.
 - b. Wave skis greater than 80 linear inches (203cm) will not be accepted as Checked baggage.
- 26. Windsurfing Equipment- Subject to the conditions and charges specified below, windsurfing boards will be accepted as Checked Baggage. For purposes of this provision, one (1) windsurfing board not exceeding 80 linear inches and not exceeding 75 pounds (34 kg) with one (1) boom, one (1) mast, one (1) sail and necessary hardware will be considered as one (1) item of windsurfing equipment.
 - a. Windsurfing equipment must be padded and enclosed in suitable packing sufficient to protect from scratches or dents or other damage.
 - b. DAC will accept windsurfing equipment as Checked Baggage up to the customer's maximum Checked Baggage Allowance. Any applicable oversize and overweight bag fees may apply.
 - c. Windsurfing equipment is not accepted during excess baggage embargoes. Additional size or acceptance limitations may apply dependent upon aircraft type and configuration.
 - d. Allow an extra 30 minutes at check-in Baggage. Wave skis will not be accepted during an excess baggage embargo.
- F. Fragile and Perishable Items -Fragile and perishable items include, but are not limited to, examples in Limitation of Liability, Section 21 (K). Upon request and subject to operational needs or space availability, a fragile or perishable item may be carried in a seat subject to the provisions and applicable charges in (D) above. A fragile or perishable item may be accepted as Checked Baggage in accordance with this Section only if it is packaged appropriately (in an original, factory-sealed carton, in a cardboard mailing tube, in a container/case designed for shipping such item or packed with protective internal material). Except for certain International Carriage subject to the terms of the Montreal Convention, DAC is not liable for loss or damage of contents or delay in delivery which result from the unsuitability of such item(s) as Checked Baggage and/or the inadequacy of its packaging and not from the carrier's failure to exercise the ordinary standard of care. DAC is not liable for damage to a customer's Carry-on Baggage or other in-cabin property that contains fragile or perishable items when such damage is caused by the fragile or perishable items. Customers are responsible for all damage caused by their property, whether such damage is to their own property or to someone else's property.
 - 1. Automotive Towbars – Towbars will be accepted inside a checked bag. The towbar must be packaged to prevent damage to it and other bags. Towbars are subject to excess, overweight and oversize baggage charges. Baggage containing towbars in excess of 70 pounds (32 kilograms) or 80 linear inches (203 cm) will not be accepted as Checked Baggage.
 - 2. Other Restricted and Prohibited Articles
 - a. DAC does not transport articles deemed a hazardous material pursuant to DOT Hazardous Materials Regulations (49 CFR 171-177), the IATA Dangerous Goods Regulations and revisions and reissues thereof (hereinafter the "Haz-Mat Regulations").

- b. E-Cigarettes or Personal Vaporizers will not be accepted in Checked Baggage.
 - c. Hoverboards, smart wheels, and any other self-balancing or self-propelled luggage, vehicles, or devices are not accepted as checked or Carry-on Baggage.
 - d. Lithium batteries, power banks, and spare batteries are not accepted as Checked Baggage. These types of batteries must be removed from any checked or Carry-on Baggage, including baggage checked at the gate. All batteries integrated as a part of the bag themselves (sometimes referred to as smart bags) must also be removed if checked or brought on as Carry-on Baggage. Any items with nonremovable lithium batteries are not allowed on any DAC flights. Cell phones and computers installed with a lithium battery of less than 100 watt hours are permitted in Carry-on and Checked Baggage.
 - e. The following items are prohibited as checked and Carry-on Baggage: Avalanche packs; fuel; mace and other self-defense sprays; fireworks, gunpowder, flares, flare guns and holiday poppers; gasoline-powered equipment; bleach, drain cleaners, epoxy, fuel, gel fuel, glue, insecticides, paint, torch lighters, spray starch, strike-anywhere matches and certain aerosols; ready-to-eat meals (MREs); and shock absorbers.
 - f. Any items prohibited by the TSA. G. Illegal drugs, marijuana, and any cannabis infused products, such as Cannabidiol (CBD) oil are prohibited in checked or Carry-on Baggage.
- G. Except as otherwise provided in Section 16
- 1. Liquor – Subject to the conditions below, alcoholic beverages in retail packaging may be checked as baggage.
 - a. For alcoholic beverages less than 24 percent alcohol by volume (including most wines and beers) there are no restrictions on the amount that may be accepted in Checked Baggage or purchased after completing security screening at the checkpoint (Duty Free).
 - b. For alcoholic beverages between 24 and 70 percent alcohol by volume there is a limit of 5 liters (1.3 gallons) per customer that may be accepted in Checked Baggage, or that may be 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 will not be accepted.
 - c. All alcoholic beverages must be packed to prevent leakage and damage to other bags. DAC shall not be liable for breakage or spillage of alcoholic beverages. Normal Checked Baggage allowance limits, excess charges and Carry-on limits apply.
 - 2. Musical Instruments – Musical instruments may be carried as Checked Baggage or as Cabin Baggage subject to the provisions in section 16 (D) above. As part of a Passenger's one (1) Carry-on plus one (1) personal item allowance and subject to DAC's Carry-on Baggage conditions specified in Section 16 (B) (2) (a) and (b) above, a small musical instrument such as a violin or guitar can be carried in lieu of a Carry-on bag if the instrument can be stowed safely in an overhead bin or under the Passenger's seat and there is space for its stowage at the time the Passenger boards. If the musical instrument appears too large or irregularly shaped to fit under

the seat or in the overhead compartment, or, if at the time the customer boards the aircraft, there is no space to stow it, it will not be accepted for in cabin stowage and will be checked to the Passenger's final destination and subject to the applicable checked-baggage and gate-checked handling charges. All musical instruments, whether Carry-on or checked, should be in a hard-sided case, and stringed instruments should have the strings loosened to protect the neck from damage due to expansion and contraction which result from temperature variations. Checked instruments cannot exceed 75 pounds and 80 linear inches (or the applicable weight/size restrictions for the aircraft) and will be included in determining the Baggage Allowance, and when in excess (over two (2) checked items), overweight or oversize (80 linear inches is considered oversized, and over 51 pounds (23.1 kg) is considered overweight), will be subject to the Excess, Oversize, and Overweight Baggage Charge. Except for certain International Carriage subject to the terms of the Montreal Convention, DAC is not liable for damage to musical instruments or musical instrument cases.

3. DAC will not accept wet ice or items containing wet ice as Checked or Carry-on Baggage.
 4. DAC will not accept perishable items packed in Styrofoam containers.
- H. Other Checked Baggage Items - The items listed below will be accepted as Baggage by DAC in accordance with the following specified provisions.
1. Government approved child/infant seat - A government approved child/infant seat that conforms to all applicable Federal Motor Vehicle standards and approved in accordance with US 14 CFR 121.311, including car seats approved for airline travel, will be accepted in addition to a Passenger's baggage allowance. When checked as baggage, all oversize and overweight charges will apply. First and second bag charges do not apply. A government approved child/infant seat for use in the Passenger compartment is permitted only when an additional seat is reserved for the Infant, a Ticket is purchased, and the seat can be secured properly by a seat belt. The accompanying Adult Passenger is responsible for ensuring that the seat functions correctly, that the Infant does not exceed the seat's limitations, that the Infant is properly secured in the seat and that the seat is secured to the aircraft seat. DAC is not liable for damage to child/infant seats when carried or brought onboard as anything other than Checked Baggage.
 2. U.S. Military Baggage Allowance - Active U.S. military and their accompanying dependents on personal travel are allowed two (2) bags up to 50 pounds each with a maximum dimension of 62 linear inches without excess or overweight charges being assessed. Active U.S. military personnel on orders and active U.S. military personnel and their dependents (whether accompanying or non-accompanying) on orders for relocation are allowed two (2) bags up to 75 pounds each with a maximum dimension of 80 linear inches without excess, overweight or oversize charges being assessed. Non-accompanying dependents on travel not related to an order for relocation are not entitled to this additional baggage allowance.
 3. Strollers and Folding Wagons - DAC accepts one (1) collapsible stroller, one (1) compact folding stroller, or one (1) folding wagon in addition to a Passenger's baggage allowance. One (1) non-collapsible stroller may be carried as Checked Baggage in lieu of one (1) piece of Baggage (62 inches Maximum Outside Linear Dimensions). This item will be included in determining the



Baggage Allowance, and when in excess, overweight or oversized, such item will be subject to the Excess Baggage Charge. Except for certain International Carriage subject to the terms of the Montreal Convention, DAC is not liable for damage to strollers or folding wagons when carried as Checked Baggage.

4. Wheelchairs - One (1) wheelchair per Passenger will be accepted as Baggage by DAC at no extra charge in addition to the Baggage Allowance. Excess and/or Oversize/Overweight baggage charges pursuant to Section 16 (C) may apply for checking in additional wheelchair(s) that are used for recreational purposes.
 - a. In-cabin stowage of a wheelchair shall be in accordance with 14 CFR, Part 382, Subpart I.
 - b. If no in-cabin storage space is available, the wheelchair will be carried in the baggage compartment of the aircraft.
 - c. All types of wheelchairs will be accepted (collapsible, non-collapsible or powered wheelchairs with wet cell, dry cell or lithium batteries).
 - d. For battery-powered wheelchairs:
 - i. Passenger must check in at least one (1) hour before the check-in time for the general public for Domestic U.S. flights.
 - ii. The battery must be disconnected and/or wheelchairs with dry cell/lithium batteries must be secured to prevent accidental activation.
 - iii. Wheelchairs containing lithium ion batteries will be accepted as Checked Baggage provided the battery is securely attached to the wheelchair and has a means to prevent unintentional activation or short circuiting.
 - iv. Lithium ion batteries for collapsible wheelchairs must be removed and carried in Carry-on Baggage only. A maximum of one (1) spare battery not exceeding 300 WH or two (2) spare batteries not exceeding 160 WH must be carried in Carry-on Baggage only.

NOTE: Important Aircraft-based Limitations which impact the size of the devices that are able to fit onboard the aircraft. Mobility aids are assigned the highest boarding priority and every reasonable effort will be made to transport the Customer and their mobility aid on the same flight. There may be times, however, when space, weight and safe stowage constraints may limit the number of devices which may physically and safely fit onto a particular aircraft. When this happens, we will coordinate with the Customer and offer the best solution available.

- I. Animals Other than Service Animals (For rules applicable to these animals, see Section 16 - The transportation of live animals (other than Service Animals) in the cabin of the aircraft is subject to the provisions of this Section. DAC will accept domesticated cats and dogs for transportation as in-cabin Baggage for domestic carriage. Certain unusual animals/reptiles pose unavoidable safety and/or public health concerns and DAC will not accept dogs of the Pit Bull breed, Snakes, other



reptiles, ferrets, rodents and spiders as in-cabin baggage. Carriage of any other pets as in-cabin baggage will be at DAC's discretion. In-cabin pets are subject to a service fee.

1. General Conditions of Acceptance

- a. Advance arrangements must be made. Space must be reserved for animals. Animals without reserved space will be accepted if space is available, only after the animals for whom space has been reserved have been accommodated.
- b. The animal must be harmless, inoffensive, odorless and require no attention during transit.
- c. The animal must be confined in a cage or container subject to inspection and approval by DAC before acceptance and must meet the Department of Agriculture requirements prior to acceptance.
- d. The container must be stored under the seat directly in front of the Passenger at all times, and the animal must remain in the container at all times. The passenger will not be permitted in a row immediately behind a bulkhead, or adjacent to an emergency exit. In the event the animal becomes offensive or causes a disturbance during transit, the animal may be removed, at the Captain's discretion, at the first stop and placed on an alternative carrier or carried as cargo by DAC at the Passenger's expense.
- e. The Passenger must make all arrangements and assume full responsibility for complying with any applicable laws, customs, and/or other governmental regulations, requirements, or restrictions of the country, state or territory to and from which the animal is being transported, including furnishing valid health and rabies vaccination certificate when required. DAC will not be liable for loss or expense due to the Passenger's failure to comply with this provision, and DAC will not be responsible if any pet is refused passage into or through any country, state, or territory.
- f. DAC will accept no more than one (1) in-cabin pet container per Ticketed Passenger, age 15 years or older.
- g. There may be up to only one (1) cat or dog per container, and the animal(s) must be able to stand up and turn around comfortably.
- h. DAC will not transport an animal as in-cabin Baggage if the animal is in the custody of an Unaccompanied Minor age five (5) to fourteen (14) years old.
- i. The total number of Passengers carrying pet and the total number of in-cabin pets permitted on a single flight is three (3).
- j. DAC reserves the right to refuse carriage of animals in cabin at any time.

2. Pet Containers

- a. Containers must be leak-proof and subject to inspection and approval by DAC prior to acceptance. DAC may refuse to accept any animal if, in its sole discretion, the animal is not properly confined in a container approved by DAC.

- b. Containers must be made of metal, wood, polyethylene, fiberglass or composite material of similar strength.
 - c. Containers must be ventilated on at least two sides and prevent any part of the animal from protruding outside of the container.
 - d. Containers made totally of wire are not accepted.
 - e. Approved soft side carriers specifically designed as pet carriers are acceptable.
 - f. In-cabin animal containers must not exceed: SA227-DC Metroliner Height 6 Inches, Width 13 inches, Depth 14.5 inches. DO 328-300 Dornier Jet/EMB-145 Height 9 inches, Width 13 inches, Depth 14.5 inches.
 - g. Containers in such condition as to allow possible escape by an animal will not be accepted for transportation.
 - h. Passengers are responsible for ensuring that the containers meet all governmental requirements for the safe and humane transportation of the animal being transported, including, but not limited to being large enough to allow the animal to stand upright, turn around, and lie in a natural position.
 - i. Containers for transporting dogs, cats, rabbits or birds will not be provided or offered for sale by DAC.
3. DAC may accept animals to be transported in the baggage compartment, subject to the following restrictions:
- a. The animal must be a warm-blooded animal. The combined weight of the carrier and the animal cannot exceed 75 lbs.
 - b. The animal must not be dangerous.
 - c. The animal must be healthy enough to withstand air travel.
 - d. The animal must be enclosed in a hard sided kennel.
 - e. The kennel must be sturdy, properly ventilated, and, most importantly, must be large enough for the animal to freely sit and stand with its head erect, turn around, and lie down in a normal posture. To prevent accidental injury, no part of the animal's body can protrude through any openings in the kennel. For this reason, kennels made exclusively from wire are not accepted.
 - e. The kennel must be secured in such a manner that the animal cannot escape during normal handling.
 - f. The name, address, and phone number of the animal's owner and the name of the animal must be written on, or otherwise affixed to the outside of the kennel.

- g. The kennel must contain adequate absorptive material so that urine and feces will be contained.
 - h. The animal must be declared to DAC at the time of check-in.
 - i. KLA may refuse to transport any animal if in the opinion of Pilot in Command or Station Agent, the animal cannot be safely transported.
 - j. An LOD-002 Acceptance of Live Animal form must be completed for each animal transported in the baggage compartment.
- 4. Abandonment of Animals - An animal that is unclaimed by its owner or its owner's agent for a period of more than three (3) days after the scheduled carriage has occurred or was to occur, shall be deemed abandoned and DAC will make reasonable efforts to return the animal to the owner or the owner's agent designated for that purpose. If the owner or the owner's agent cannot (or refuses to) be located after a period of three (3) days, then the animal may be turned over to a local animal shelter or pound or otherwise handled as DAC may deem proper without any liability to DAC. Any costs associated with: 1) returning the animal deemed abandoned to the owner or the owner's agent or 2) caring, feeding, or transporting the abandoned animal, among other things, shall be borne solely by the owner or owner's agent.
- 5. Limitation of Exclusion from Liability
 - a. DAC will not be liable for illness or injury to an animal or death of an animal.
 - b. DAC will not be liable for loss or expense due to the Passenger's failure to comply with the provisions of this Section, including, without limitation, if any animal is refused passage into or through any state or country.
- J. Interline Baggage Acceptance
 - 1. Applicability- Section 16 (J) applies to Interline itineraries booked on a Single Ticket with a Participating Carrier.
 - 2. Baggage Sections Determination
 - a. Checked Baggage: When DAC is the Selecting Carrier it will select and apply its own Checked Baggage rules found in Section 16 throughout the Passenger's Interline Itinerary. When a Passenger makes a voluntary change to their itinerary, the Checked Baggage rules of the new Selected Carrier apply. The Selected Carrier's Checked Baggage service charges apply at any point where bags are checked, including stopovers. See Section 16 (B) (1) above for DAC's Baggage rules concerning special status, Section 16 (C) (7) regarding embargoes that may affect Interline travel, and Section 21 (C) regarding the transportation of special items.
 - b. Carry-On Baggage: Each Operating Carrier's Carry-on Baggage allowances and policies will apply to each flight segment in an Interline Itinerary, other than Carry-on Baggage charges, which are governed by the Selected Carrier's baggage rules. See Section 16 (B) above for DAC's Carry-On Baggage allowances and policies.



- c. Where DAC is a Participating Carrier or is not the Selected Carrier on an Interline itinerary but is an Interlining Carrier that is providing transportation to the Passenger based on Ticket issued, DAC will apply the Selected Carrier's baggage rules throughout the Interline Itinerary.
3. Disclosure of Baggage Sections-For baggage rules provisions related to a Passenger's first and second checked bag and the Passenger's Carry-on Baggage (i.e., the Passenger's "standard" baggage allowance), when DAC sells and issues a Ticket for an Interline itinerary, it will disclose to the Passenger on a Confirmation Page and/or on the Passenger's e-Ticket receipt at the time of ticketing, the baggage information relevant to the Passenger's itinerary and the applicable baggage rules of the Selected Carrier

17. Flight Delays/Cancellations/Aircraft Changes

A. General

1. U.S.A. Origin Flights - Where the DAC flights originate in the U.S.A., the provisions of this Section apply to a Passenger who has a Ticket and a confirmed reservation on a flight that incurs a Schedule Change, Force Majeure Event or Irregular Operations. We strongly advise all Passengers to provide DAC with multiple contact phone numbers, accurate e-mail, and a proper mailing address. DAC will make every attempt to notify Passengers of any flight delays, cancellations or diversions as soon as any decision to make such a change is confirmed. On the day of departure, DAC employees will update Passengers as frequently as practical on the status of the flight. DAC will not refund tickets for travel on another airline if a Passenger does not choose to accept the alternatives given by DAC.
2. Schedules are Subject To Change Without Notice - Times shown on tickets, timetables, published schedules or elsewhere, and aircraft type and similar details reflected on tickets or DAC's schedule are not guaranteed and form no part of this contract. DAC may substitute alternate carriers or aircraft, delay or cancel flights, and alter or omit stopping places or connections shown on the Ticket at any time. DAC will promptly provide Passengers the best available information regarding known delays, cancellations, misconnections and diversions, but DAC is not liable for any misstatements or other errors or omissions in connection with providing such information. No employee, agent or representative of DAC can bind DAC legally by reason of any statements relating to flight status or other information. Except to the extent provided in this Sections, DAC shall not be liable for failing to operate any flight according to schedule, or for any change in flight schedule, with or without notice to the Passenger.

B. Definitions - For the purpose of this Section, the following terms have the meanings below:

1. Schedule Change - an advance change in DAC's schedule (including a change in operating carrier or itinerary) that is not a unique event such as Irregular Operations or Force Majeure Event as defined below.
2. Connecting Point - a point to which a Passenger holds or held confirmed space on a flight of one carrier and out of which the Passenger holds or held confirmed space on a flight of the same or another carrier. All airports through which a city is served by any carrier will be deemed to be a



single Connecting Point when the receiving carrier has confirmed reservations to the Delivering Carrier.

3. Delivering Carrier - a carrier on whose flight a Passenger holds or held confirmed space to a Connecting Point.
4. Force Majeure Event - any of the following situations:
 - a. Any condition beyond DAC's control including, but not limited to, meteorological or geological conditions, acts of God, riots, terrorist activities, civil commotions, embargoes, wars, hostilities, disturbances, or unsettled international conditions, either actual, anticipated, threatened or reported, or any delay, demand, circumstances, or requirement due directly or indirectly to such conditions;
 - b. Any strike, work stoppage, slowdown, lockout, or any other labor-related dispute involving or affecting DAC's services;
 - c. Any governmental regulation, demand or requirement;
 - d. Any shortage of labor, fuel, or facilities of DAC or others;
 - e. Damage to DAC's Aircraft or equipment caused by another party;
 - f. Any emergency situation requiring immediate care or protection for a person or property; or
 - g. Any event not reasonably foreseen, anticipated or predicted by DAC.
5. Misconnection as a result of Irregular Operations – A delay in a scheduled departure or arrival of a flight due to a mechanical issue with the DAC aircraft, crew logistics and occurs at a Connecting Point when a Passenger holding confirmed space on an Original Receiving Carrier is unable to use such confirmed space because the Delivering Carrier (DAC) was unable to deliver Passenger to the Connecting Point in time to connect with the Original Receiving Carrier's flight.
 - a. Misconnection Disclaimer – DAC cannot guarantee Passenger transportation to a connecting flight on DAC or on another airline. DAC will rebook Passenger on the next available DAC flight or refund the unused portion of the DAC ticket. Refund claims must be made in writing to customerservice@denverairconnection.com
 - b. DAC shall not be responsible for additional costs or expenses Passenger may incur as a result of the delay, cancellation, or misconnection.

NOTE: The same rules regarding Delivering and Original Receiving Carrier responsibilities apply at the subsequent point(s) of Misconnection as would apply at the point of original Misconnection.
6. Original Receiving Carrier(s) - a carrier or combination of connecting carriers on whose flight(s) a Passenger originally held or holds confirmed space from a Connecting Point to a destination, next Stopover or Connecting Point.
7. Irregular Operations - any of the following irregularities:



- a. Delay in scheduled departure or arrival of a carrier's flight resulting in a Misconnection;
 - b. Flight or service cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a carrier's flight;
 - c. Substitution of aircraft type that provides different classes of service or different seat configurations;
 - d. Schedule changes which require Rerouting of Passengers at departure time of the original flight; or
 - e. Cancellation of a reservation by DAC pursuant to Section 4 of this document "Cancellation of Reservations."
8. Schedule Change/Flight Delay/Cancellation- When a Passenger's Ticketed flight is affected because of a Schedule Change DAC will, at its election, arrange one (1) of the following:
- a. Transport the Passenger on its own flights, subject to availability, to the Destination, at no additional cost to the Passenger;
 - b. Refund unused tickets
 - c. If the Passenger is not transported as provided a) above the Passenger will be eligible for a refund upon request. See Section 20 (A).
- C. Force Majeure Event - In the event of a Force Majeure Event, DAC without notice, may cancel, terminate, divert, postpone, or delay any flight, right of carriage or reservations (whether or not confirmed) and determine if any departure or landing should be made, without any liability on the part of DAC. DAC may re-accommodate Passengers on another available DAC flight or may refund any unused portions of the Ticket in the form of a travel certificate.
- D. Irregular Operations
- 1. Liability - DAC shall not be liable for additional costs or expenses incurred by Passenger as a result of a Schedule Irregularity except as noted below. Except to the extent to provide in this Section and the Warsaw Convention, DAC shall not be liable for any Schedule Irregularity resulting as a delay, misconnection or cancellation. DAC will only be responsible for transportation from Point A to Point B as agreed on the original contract with passenger.
 - 2. DAC cannot guarantee passenger transportation to a connecting flight on DAC or on Other Airline. DAC will rebook Passenger on the next available DAC flight or refund unused portion of DAC ticket. Refunds must be requested by contacting customerservice@denverairconnection.com.
 - a. Passengers affected by a Schedule Irregularity/flight delays or cancellations requiring overnight accommodations, one or several of the following measures and certain amenities may be provided:



- i. Meals. Passengers will be provided with one meal if the delay is beyond four (4) hours, reimbursement for one meal up to \$25.00 per meal
 - ii. Lodging. DAC will refund up to \$200 per hotel accommodation when a delay is expected to exceed four (4) hours between 10:00 p.m. – 6:00 a.m. Refund claims must be made in writing and copies of receipts to customerservice@denverairconnection.com.
 - iii. Ground Transportation. DAC will not reimburse any car rental, taxi, limo service expenses.
 - iv. Special Services. For passengers requiring Special Services, DAC will provide such amenities as necessary to maintain the safety and welfare of qualified passengers with disabilities, unaccompanied minors, and the elderly.
 - v. Communications. DAC will make commercially reasonable efforts to provide updates regarding delays to passengers, based on availability of information and/or change in status of flight.
 - vi. DAC's responsibility for meals and accommodations shall extend only as far as the Passenger's arrival at the final destination to which DAC originally agreed.
4. Delay, Misconnection or Cancellation
- a. When a Passenger's Ticket is affected because of Irregular Operations caused by DAC, DAC will take the following measures:
 - i. Transport the Passenger on its own flights, subject to availability, to the Destination, next Stopover point, or transfer point shown on its portion of the Ticket, without Stopover in the same class of service, at no additional cost to the Passenger; or
 - b. In the event a Passenger misses an onward connecting flight on which space is reserved because DAC did not operate its flight due to Irregular Operations or a Schedule Change, DAC is not responsible for any additional charges imposed by the connecting airline.
5. If a Passenger is not transported as provided in section (E) (2) above, the Passenger will be eligible for a refund upon request. See Section 20 (A).
- E. Carrier in Default - Notwithstanding the provisions of this Section, DAC will not accept for any purposes Passenger tickets or related transportation documents issued by any carrier that is in substantial default of its Interline obligations or that voluntarily or involuntarily has become the subject of bankruptcy proceedings (the "Defaulting Carrier").
- F. In the event of a strike or work stoppage which causes any cancellation or suspension of operations of any other carrier, the provisions of this Section will not apply with respect to Passengers holding tickets for transportation on that carrier.
- G. DAC will not be held liable for additional expenses including but not limited to: 1. Additional airfares made by connecting airlines or self-arranged alternative air transportation, or additional costs



incurred by the passenger such as separate accommodations for air tour, air travel, car rentals, ground tours, restaurants, skiing, salons or cost based recreational and personal engagements.

18 Denied Boarding

- A. Denied Boarding - In the unlikely event that there is an Oversold DAC flight that originates in the U.S., the following provisions apply:
1. Voluntary. DAC will ask for customers to voluntarily relinquish their seats in exchange for compensation in the form of a travel credit as determined by DAC. The request for, and selection of, volunteers will be in a manner determined solely by DAC. Because the selection of volunteers is based on a variety of factors, and because we may have more volunteers than we need, some volunteers may not be selected.
 2. Involuntary. Boarding Priorities - If a flight is oversold, no one may be denied boarding against their will until DAC or other carrier personnel first ask for volunteers who will give up their reservations willingly in exchange for compensation as determined by DAC. If there are not enough volunteers, other Passengers may be denied boarding involuntarily in accordance with DAC's boarding priority:
 - a. Ease of re-accommodation
 - b. Fare purchased
 - c. Time of check in
 - d. Special efforts will be made to never involuntarily deny boarding to Passengers requiring special assistance or to unaccompanied minors. At a minimum, DAC will offer the following travel compensation to Passengers which DAC denied boarding involuntarily:
 - i. a transferable voucher for one free one-way ticket on DAC within DAC's network and a cash refund of the total fare paid for the segment denied boarding.
 3. Transportation for Passengers Denied Boarding - When DAC is unable to provide previously confirmed space due to an Oversold flight, DAC will provide transportation to such Passengers who have been denied boarding whether voluntarily or involuntarily, on its next flight on which space is available at no additional cost to the customer.
 4. Waiver of Denied Boarding Compensation- Denied boarding compensation payment may not be made if:
 - a. The Passenger has not complied with the applicable time limit for presenting himself or herself at the boarding gate even if the Passenger has already checked in at another location.
 - b. The Passenger is offered accommodations on the aircraft other than that specified on his/her ticket (at no extra charge).



- c. The flight for which the Passenger holds confirmed reserved space is unable to accommodate that Passenger because of the substitution of equipment of lesser capacity or when required by operational or safety reasons.
5. Limitation of Liability - If DAC's offer of compensation pursuant to the above provisions is accepted by the Passenger, such payment will constitute full compensation for all actual or anticipatory damages incurred or to be incurred by the Passenger as a result of DAC's failure to provide the Passenger with confirmed reserved space. If DAC's offer of compensation pursuant to the above provisions is not accepted, DAC's liability is limited to actual damages proved not to exceed 1,350 USD per Ticketed Passenger as a result of DAC's failure to provide the Passenger with confirmed reserved space. Passenger will be responsible for providing documentation of all actual damages claimed. DAC shall not be liable for any punitive, consequential, or special damages arising out of or in connection with DAC's failure to provide the Passenger with confirmed reserved space.

19. Rerouting

- A. Rerouting Eligibility - Unless the fare purchased otherwise indicates, DAC will reroute a Passenger at the Passenger's request and upon presentation of the Ticket or portion thereof then held by the Passenger plus payment of any applicable fees, charges, and fare differentials.
- B. Fare Applicable to Rerouting or Change in Destination
 1. Passengers may change the routing and/or the ultimate destination designated on their Ticket provided that, after transportation has commenced, a One-Way Ticket will not be converted into a Round-Trip, Circle-Trip, or Open-Jaw Trip Ticket.
 2. Except as otherwise provided in Section 19, the fare and charges applicable to any changes in itinerary, class of service, or change in ultimate destination made at the Passenger's request at an office of DAC prior to arrival at the ultimate destination named on the original Ticket, shall be the fare and charges in effect on the date when the revised routing and/or ultimate destination is entered on the Passenger's new Ticket. Any difference between the fare and charges applicable to the original Ticket issued to the Passenger will be either collected from or refunded to the Passenger, as the case may be.

20. Refunds

- A. Ticket Refunds – Involuntary
 1. The amount DAC will refund upon surrender of the unused portion of the Passenger's Ticket for reasons pursuant to Section 14 or Section 17 will be as follows:
 - a. If no portion of the Ticket has been used: An amount equal to the fare and charges paid.

EXCEPTION: DAC shall not be obligated to refund any portion(s) of a fully unused Ticket which does not reflect a confirmed reservation on a DAC flight involved in Irregular Operations unless such Ticket was issued by DAC.



- b. If a portion of the Ticket has been used:
 - 1. One-way fares - DAC will make no refund when alternate transportation is provided by DAC and accepted by the Passenger.
 - 2. Round-Trip, Circle-Trip, or Open-Jaw fare - An amount equal to the fare paid for the unused transportation from the point of termination to the destination or next Stopover point named on the ticket, or to a point at which transportation is to be resumed. If both outbound and inbound fares on a domestic Round-trip Ticket are the same, then 50 percent of the round-trip fare for the class of service paid, and for the unflown segment only.
- c. Refund will be made in accordance with this Section, provided request for such refund has been made prior to the expiration of Ticket, where required.

B. Ticket Refunds – Voluntary

- 1. For Tickets eligible for refunds, unless it is a refund as stated in Paragraph (A) above, DAC will, upon the Passenger's surrender of the unused portion of a DAC issued Ticket or voided Ticket, refund to the Passenger as follows:
 - a. If no portion of the Ticket has been used, in accordance with these rules, the refund will be an amount equal to the total fare and charges paid less any applicable cancellation fee.
 - b. If a portion of the Ticket has been used, in accordance with these rules, the refund will be an amount equal to the positive difference, if any, between the fare and charges applicable to the Ticket issued to the Passenger, and the fare and charges applicable to the transportation of the Passenger covered by the used portion of the Ticket less any applicable cancellation fee.
- 2. Refund will be made, provided request for such refund has been made not later than the expiration date of the Ticket.
- 3. DAC assumes no obligation to issue a voluntary refund unless such Ticket was issued by DAC on DAC Electronic Ticket Stock.
- 4. Any applicable administrative service charge or cancellation fee included as part of the published fare rule for the Ticket in question will be deducted from the amount to be refunded under (1) and (2) above.
- 5. DAC will issue refunds for eligible tickets within seven (7) and ten (10) business days for purchases made with a credit card.

C. Other Refunds

- 1. Baggage service charges are non-refundable, but a Passenger who does not travel as a result of a flight cancellation, Schedule Change, or Irregular Operations will be eligible for a refund upon request. DAC will also reimburse Passengers for any fee charged to transport bag(s) that are lost.



2. Booking service charges are non-refundable, but a Passenger maybe eligible for a full refund upon request if the reservation is canceled within 24 hours of purchase and if the reservation is made one week or more prior to scheduled flight departure and purchased directly through DAC.
3. Passengers who are eligible for a refund of service or other fee(s), must request a refund within 90 days of the date the fee(s) was originally paid or flight date, whichever is later. DAC is not liable to refund service or other fees otherwise eligible for refund if the request is received after that time.

D. Persons to Whom Refund is Made –

1. Except as provided below, DAC will refund in accordance with this Section only to the person named as the Passenger on the Ticket.

EXCEPTION 1:

- a. Tickets issued against a Transportation Request issued by a government agency, other than the U.S Government, will be refunded only to the government agency that issued the Transportation Request.
- b. Tickets issued against a U.S Government Transportation Request (GTR) will be refunded only to the U.S. Government agency which issued the GTR by check made payable to the "Treasurer of the United States".
- c. Tickets issued against a credit card honored by DAC will be refunded only to the account of the person to whom such credit card was issued.
- d. Tickets issued in the name of a minor will be refunded to the parent, guardian, or a third party as designated in accordance with EXCEPTION 2 below.

EXCEPTION 2: If at the time of purchase, the purchaser designates on the Ticket another person or entity to whom the refund shall be made, the refund will be made to the person so designated. A refund made in accordance with this procedure to a person representing themselves as the person so designated on the Ticket exchange order shall be deemed a valid refund, and DAC will not be liable to the purchaser, or any other person for another refund.

EXCEPTION 3: If at the time of application for refund, evidence is submitted that a company purchased the Ticket on behalf of its employees, or the travel agent has made a refund to its client, such refund will be made directly to the employee's company or the travel agent.

E. Non-refundable Tickets:

1. General Rule - Except as provided in Sections 4 and 20 (C), DAC 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.
2. Application of Unused Ticket toward Future Ticket Purchase - DAC may allow a portion of the non-refundable fare paid for an unused and unexpired non-refundable DAC Ticket to be applied



towards the purchase of future travel on DAC, provided it is done in accordance with the applicable fare rules in place at the time of such request. Change fees and other administrative charges may apply. BOGO fare, the second ticket even if unused, has no residual value after the date of departure and cannot be applied towards the purchase of future travel. Any portion not so applied will not be refunded in any form.

21. Additional Liability Limitations

A. Warsaw Convention Application

1. DAC agrees in accordance with Article 22(1) of the Warsaw Convention that, as to all international transportation hereunder as defined in the Warsaw Convention:
 - a. DAC shall invoke the limitation of liability in Article 22(1) of the Warsaw Convention as to any claim for recoverable compensatory damages arising under Article 17 of the Warsaw Convention;
 - b. DAC shall avail itself of any defense under Article 20(1) of the Warsaw Convention with respect to that portion of such claim which does not exceed 100,000 Special Drawing Rights (SDRs);
 - c. Except as otherwise provided Sections 21 (A) (1) (a) and 21 (A) (1) (b) above, DAC reserves all defenses available under the Warsaw Convention to such claims. With respect to third parties, DAC reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity;
 - d. DAC 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;
 - e. Liability for delay of the Passenger shall not exceed the limitation set forth in the Warsaw Convention;
 - f. Nothing herein shall be deemed to affect the rights and liability of DAC with regard to any claims brought by, on behalf of, or in respect to any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a Passenger; and
 - g. Any action brought pursuant to the Warsaw Convention is barred unless commenced within two years of the alleged occurrence.

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

1. DAC shall not be liable for any death, injury, delay, loss or damage of whatsoever nature (hereafter referred to collectively as "damage") arising out of or in connection with carriage or other services performed by DAC, unless such damage is proven to have been caused by the sole



negligence or willful misconduct of DAC and there has been no contributory negligence on the part of the Passenger.

2. DAC shall not be liable for any damage arising out of DAC's compliance with any laws, government regulations, orders, rules, requirements or security directives or as a result of a Passenger's failure to comply with such laws, government regulations, orders, rules, requirements or security directives or as a result of Passenger's reliance on advice provided by DAC regarding such laws, regulations, orders, rules, requirements or security directives.
3. DAC shall not be liable for any punitive, consequential or special damages arising out of or in connection with carriage or other services performed by DAC, whether or not DAC had knowledge that such damage might be incurred:
 - a. In situations arising under paragraph 1 through 3 of this section, DAC shall not be responsible for compensatory, consequential, or other damages. Except as otherwise set forth herein, the passenger's sole and exclusive remedy shall be Section 20 (A) (Refund - Involuntary).
 - b. Any limitations or exclusions of liability of DAC shall apply to and be for the benefit of DAC's agents, employees, vendors and representatives acting within the scope of their employment and also to any person whose aircraft is used by DAC and its agents, employees or representatives acting within the scope of their employment.

C. Domestic Carriage Limitation of Liability for Baggage.

1. If all of the Passenger's Ticketed segments are for carriage within the U.S.A., the following shall apply:
 - a. Liability for the loss of, damage to or delay in delivery of a Passenger's personal property, including Baggage, when such personal property or Baggage has been checked (unless a higher value is declared in advance and additional charges are paid and personal property is not otherwise excludable), is limited to USD \$3,500.00 per Ticketed Passenger.
 - b. Passenger will be responsible for documenting and proving the actual value of the loss. DAC shall not be liable for any consequential damages arising from the loss of, damage to or delay in delivery of Baggage.
 - c. DAC assumes no responsibility or liability for Baggage or other items carried in the Passenger compartment of the aircraft.
 - d. In the case of lost, damage to or delay in delivery of a Passenger's personal property, including Baggage, a preliminary notice of claim must be submitted to DAC by the passenger within four hours after arrival of the flight on which the Baggage was or was to be transported. In the event of failure to give such preliminary notice of claim (absent extraordinary circumstances to be determined at DAC's sole and unfettered discretion), no action shall lie against DAC. After preliminary notice of claim to DAC by the Passenger, the Passenger must obtain a written claim form from DAC. The completed written claim form pertaining to the claimed lost, damage to or delay in delivery of a Passenger's personal



property, including Baggage must be received by DAC's reservation center from the Passenger within 15 days after flight date. If the Passenger fails to return the completed written claim form within the specified time period (absent extraordinary circumstances to be determined at DAC's sole and unfettered discretion), no action shall lie against DAC. Further, DAC requires that receipts be presented for all reasonable expense reimbursements incurred due to the delay of Passenger's bag, entitled after 24 hours unless the occurrence is on the last flight for that destination. Reasonable expenses to cover for necessities such as toiletries and clothing, taking into account the ability to use the new items in the future. with original receipts presented to DAC. Payment will be made by check and mailed to the address on record.

- e. **Wheelchairs and Other Assistive Devices.** For domestic travel only, the baggage limitations of liability set forth in this Section do not apply to claims for loss, damage or delay concerning wheelchairs or other assistive devices. Liability for a lost or irreparably damaged wheelchair or other assistive device will be the original purchase price of the device, or where repairable, the actual cost of repair. Documentary proof is required from the Passenger for any claim for damages, loss or repair. DAC has the right to inspect and document any preexisting damage prior to acceptance of wheelchairs or other assistive devices as Checked Baggage. The notice and claim requirements of this Section apply to any claims for wheelchairs and other assistive devices.

2. **Exclusions from Baggage Liability (Applies to Domestic Carriage).**

- a. Notwithstanding the foregoing limitations, DAC shall not be liable for the loss of, damage to or delay in delivery of any irreplaceable, fragile, or perishable items, nor for loss of, damage to or delay in delivery of any of the following:
 - i. Antiques, artifacts, heirlooms, collectibles, religious items and artifacts;
 - ii. Frozen or preserved food and related items;
 - iii. Backpacks not designed for travel, sleeping bags and knapsacks made of plastic, vinyl or other easily torn material with aluminum frames, outside pockets or with protruding straps and buckles;
 - iv. Business equipment and business samples;
 - v. CDs, DVDs, MP3s;
 - vi. Chinaware, glass, ceramics, pottery;
 - vii. Computer hardware/software and electronic components/equipment;
 - viii. Items checked in sacks or paper/plastic bags that do not have sufficient durability, do not have secure closures or do not provide sufficient protection to the contents;
 - ix. Items checked in corrugated/cardboard boxes, including cardboard boxes provided by DAC, except for items that otherwise would be suitable for transportation without the cardboard box (e.g., bicycle, garment bag);



- x. Electronic and mechanical items, including cell phones, electronic games; and other related items;
 - xi. Eyeglasses, Binoculars, Prescription Sunglasses and Non-Prescription Sunglasses and all other eyewear and eye/vision devices;
 - xii. Garment bags not designed for travel;
 - xiii. Irreplaceable items;
 - xiv. Items made of paper (e.g., advertising displays, blueprints, maps, manuscripts, business/personal documents, historical documents, photos, books, negotiable papers, securities, etc.);
 - xv. Jewelry;
 - xvi. Keys;
 - xvii. Liquids, Perfumes, Liquor;
 - xviii. Medicines, medical equipment;
 - xix. Money, coins, gift cards, and gift certificates;
 - xx. Natural fur products;
 - xxi. Perishable items such as food, seafood, tobacco and related items;
 - xxii. Photographic/cinematographic/audio/video equipment, cameras and related items; Precious metals/stones; Firearms and Ammunition;
 - xxiii. Sports Equipment;
 - xxiv. Tools, battery powered hand tools, tool boxes/containers;
 - xxv. Totally unprotected items such as tennis racquets and umbrellas, either individually checked or tied/strapped to the outside of luggage;
 - xxvi. Silverware, knives, swords;
 - xxvii. Watches (Timepieces);
 - xxviii. Works of art such as paintings or sculptures; or
 - xxix. Any other similar valuable property or irreplaceable property included in the Passenger's Checked or Carry-on Baggage with or without the knowledge of DAC
3. DAC shall not be liable for:
- a. Baggage not claimed by Passenger immediately upon arrival
 - b. damage caused by a Passenger's property, whether such damage is to the Passenger's own property or to other's property.



- c. damaged Baggage that is received in such condition when delivered by the Passenger or another carrier for transfer to DAC
- d. loss of, damage to or delay in delivery of any Baggage accepted by another carrier for transfer to DAC, if the Baggage is not acceptable for transportation as Checked Baggage by DAC
- e. damage to Sports Equipment (such as Archery Equipment, Boogie/Skim/Speed Boards, Bowling Equipment, Fishing Equipment, Hang Gliding Equipment, Hockey/Lacrosse Sticks, Javelins, Kiteboarding Equipment, Oars, Pole Vaulting Equipment, Pool Cues, Rebreather Equipment, Scuba Diving Tanks, Scuba/Diving Equipment, Water Skiing/Snow Skiing/Snowboarding Equipment, Surfboards, Surfboard Equipment Containers, Surfboard Bags, Wave Skis, Wake-boards and Windsurfing Equipment, but not limited to these specific items)
- f. damage to Golf Equipment that is not contained in a hard-sided case
- g. damage to bicycles that do not have the handlebars fixed sideways and pedals removed, handlebars and pedals encased in plastic foam or similar material, or are not contained in cardboard containers or hard sided cases
- h. damage to Personal Human Transporters
- i. damage to musical instruments
- j. damage to strollers
- k. any Baggage for which DAC and/or its agents or representatives or any other airline has received a signed release form from the Passenger
- l. damage to Checked Baggage which does not impair the ability of such Baggage to function and specifically shall not be liable for damage arising from the normal wear and tear of handling, including minor cuts, scratches, scuffs, dents, punctures, marks, or soil.
- m. loss of or damage due to normal wear and tear affecting protruding parts such as wheels or feet, external pockets, pull handles, hanger hooks, external locks, pull straps and security straps, unless DAC determines the damage is a direct result that impairs the functionality of the baggage. All claims will be handled with careful and proper investigation.
- n. loss of or damage to articles due to a manufacturer's defect or due to overpacked or overweight Baggage
- o. loss of or damage to articles which are strapped, fastened or otherwise secured to other Checked Baggage and which are not independently tagged and/or packaged. Such items include, but are not limited to, sleeping bags, luggage racks, luggage carriers, ski boots, and umbrellas
- p. damage caused by improperly packed Checked Baggage or Carry-On Baggage



- q. the loss of, damage to or delay in delivery of any Checked Baggage of a person traveling on a Ticket who is other than the Passenger to whom the Ticket was issued
- r. the loss of, damage to or delay in delivery of any Checked Baggage of an employee of an airline other than DAC or such employee's family or friends traveling on a non-revenue pass
- s. delivery or interim expenses incurred by the Passenger with delayed baggage if Passenger fails to meet the check-in time requirements set out in Section 4 (D). A Passenger traveling with an animal shall be responsible for compliance with all governmental regulations and restrictions, including furnishing valid health and rabies vaccination certificates when required. DAC will not be liable for loss or expense due to the Passenger's failure to comply with this provision, and DAC will not be responsible if any animal is refused passage.
- t. Loss or damage to computers, cameras, electronic instruments.
- u. Loss or damage incurred as a result of security screening

E. Limitation of Liability

- 1. DAC's liability for damage, if any, shall be limited to occurrences on its own flights only
- 2. A carrier issuing a ticket or checking baggage 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
- 3. DAC shall not be liable for the death or injury of a Passenger not occurring on its own operated flights
- 4. DAC's liability in the case of refusal to transport Passenger on a specific flight or removal of a Passenger en route pursuant to Section 14 shall be limited to the refund value of the unused portion of the passenger's ticket in accordance with Section 20.

22. Mile High Elite Rewards Program

A. Applicability

The Mile High Elite Program remains subject to the terms and conditions concerning Denver Air Connection's website and mobile app. These Terms and Conditions collectively referred to herein as the "Terms." By enrolling as a member or participating in the Mile High Elite Program, you agree to be bound by and accept the Terms. If you do not intend to be legally bound by these Terms, do not enroll or participate in the Mile High Elite Program or use any Mile High Elite Program Points.

B. Platform Terms

Denver Air Connection may modify the Terms at any time. No other act, document, agreement, usage, or custom will be deemed to amend or modify these Terms. These Terms, when so amended, will be posted on denverairconnection.com. Your continued participation in the Mile High Elite



Program or use of any Mile High Elite Program Points after such modified Terms are posted will constitute acceptance of any such amendment.

You are responsible for reading the Terms, additional member information, and account details available in your online Denver Air Connection account to understand your rights, responsibilities, and benefits under the Mile High Elite Program.

C. How to Earn

The following terms apply to how you can earn Mile High Elite Program Points.

Denver Air Connection reserves the right to modify how Points are earned or awarded; this right may be exercised at any time and at Denver Air Connection's sole discretion.

1. Eligible members may earn Mile High Elite Program Points based on the following:
 - a. Denver Air Connection passengers will receive one Point per one way segment purchased and flown.
 - b. Telluride exception: flight segments to or from Telluride will receive two Mile High Elite Program Points per one way segment purchased and flown.
 - c. Segments purchased but not flown are not eligible for Mile High Elite Program Points.
2. Transactions using Mile High Program Points will not accrue additional Points.
3. To ensure you receive credit for your Denver Air Connection segments, you must provide your Mile High Elite Program number when making travel reservations or checking in for a flight.
4. No Mile High Elite Program Points will be awarded for unused tickets or canceled flights. To receive Mile High Elite Program Points, the information on your Denver Air Connection account (e.g., name, date of birth, address) must match the information in your reservation.
 - a. Denver Air Connection is the final authority on Mile High Elite Program Points and reserves the right to deny or revoke any Points at any time (including after such Points have been posted or earned) if Denver Air Connection determines the Points were improperly given.
5. Requesting Points for past eligible transactions:
 - a. You may request Mile High Elite Program Points for past, eligible transactions up to 60 days from the flight date. Unless otherwise expressly permitted by Denver Air Connection in its sole discretion, transactions occurring before your enrollment date are not eligible Mile High Elite Program Points.
6. You are responsible for ensuring that your Mile High Elite Program Points earned are properly credited. If you believe that mileage or Mile High Elite Program Points have been earned but not properly credited, you may be required to submit documentation or other



proof satisfactory to Denver Air Connection, which may include copies of boarding passes and proof of payment.

D. Mile High Elite Program Point Transfers

1. Mile High Elite Program Points and their use on Denver Air Connection are only for your personal benefit and cannot be sold, assigned, advertised for sale or bartered or accessed. Violation of these terms and conditions will lead to loss of Points and termination of your Mile High Elite Program account.
2. Except as otherwise explained below Mile High Elite Program Points are not transferable and may not be combined by members, their estates, successors, or assigns. Accrued Mile High Program Points do not constitute property of the member, do not have any residual property rights value, and are not transferable (i) upon termination, (ii) upon cancelation, (iii) as part of a domestic relations matter, or (iv) otherwise by operation of law.
3. Transfer Requests: Members wishing to transfer Mile High Elite Program Points to another individual may not do so unless specifically approved by Denver Air Connection. Any decision made by Denver Air Connection is final and not subject to review.
4. Death of a Mile High Elite Program member
 - a. Accrued Mile High Elite Program and Benefits do not constitute property of a Program member or their estate, do not have any residual property rights value, and are not transferable upon their death.

E. How to Redeem

The following Terms apply to redeeming Mile High Elite Program Points

1. Mile High Elite Program Points may be redeemed by contacting Denver Air Connection customer service or through your account on DenverAirConnection.com
2. Flight award tickets are subject to availability and while supplies last. Denver Air Connection reserves the right to determine on which flights Mile High Elite Program Points are available for redemption.
3. You may not be able to use Mile High Elite Program Points for travel to all destinations or on all flights. Any award may be withdrawn or subject to increased point requirements or new restrictions at any time.
4. Mile High Elite Program Points entitle you to one-way travel unless otherwise noted. Travel between most Denver Air Connection destinations require redemption of six points per segment. Travel to/from Telluride (TEX) requires redemption of 12 points per segment. Point redemption values are subject to change at Denver Air Connection's discretion at any time.
5. Mile High Reward Points may not be used in conjunction with any other promotion, coupon, discount, or special offer; and are void where prohibited by law.



6. Your Mile High Elite Program Points are only valid for designated destinations served at the time you use the ticket. If the ticketed destination is no longer served, you may request Mile High Elite Program Points be credited to your account by contacting Denver Air Connection Customer Service.
 7. Flights Purchased with Mile High Elite Program Points are subject to special limitations on seating availability. Reservations for flight awards will be accepted, and you will have a confirmed seat, if award seats are available for the Mile High Elite Program at the time of reservation.
- F. Expiration dates and restricted transfers of flight award tickets
1. Once ticketed, you must complete travel. Changes to reservations may be made up to 72 hours before scheduled travel. Changes made less than 72 hours prior to flight time are subject to fees and/or Mile High Reward Point forfeiture.
 2. Tickets are subject to the rules prohibiting purchase, sale, or barter of Mile High Elite Program Points, as well as rules pertaining to any special Denver Air Connection Offers, may be issued in any name designated by the Mile High Elite Program member; however, the recipient of the ticket must be identified at the time the award reservation is ticketed and cannot be identified at a later point in time, such as a charity to be named later, or conditioned upon the outcome of a future event, such as the winner of a contest or the onward sale of the ticket.
 3. If you voluntarily terminate your Mile High Elite Program account, Denver Air Connection will honor award tickets already issued at the time of account termination, but such award tickets cannot be modified or transferred.
 4. Award tickets have no cash value and are non-transferable and non-assignable.
 5. Mile High Elite Program reinstatement/reissuance charges/changes to or cancellation of Mile High Elite Program reservations
 - a. You may change or cancel travel reservations made with Mile High Elite Program Points with no charge incurred up to 72 hours prior to departure. However, if you change or cancel your travel award reservation after this deadline ticketing fees may apply for each ticket and are due at the time your ticket is reissued. Points used on segments not flown are forfeited. Required points and fees are subject to change without notice.
 - b. Mile High Elite Program Points will be reinstated for wholly unused reward tickets if the reservation is canceled 72 hours before departure.
 - c. Any unused tickets will not be reinstated.
 - d. Denver Air Connection is not responsible for the cancellation of Mile High Elite Program Point reservations or changes to any travel plans made by Mile High Elite Program members.
 6. Flight awards legal requirements, applicable taxes, fees and charges.



- a. Denver Air Connection Mile High Elite Program Point awards are subject to, and the passenger is responsible for, any applicable departure taxes, security fees, federal inspection fees, passenger facility charges or other taxes, fees, and surcharges assessed by appropriate authorities.
- b. Taxes and fees are payable upon redemption. Baggage Fees may be collected upon check in.
- c. All travel in connection with the Mile High Elite Program will be subject to the tariffs, contract of carriage, ticket terms, and baggage fees applicable at the time of redemption.

G. General Terms

1. Mile High Elite Program reservation of rights. These reservations of rights apply to all aspects of the Mile High Elite Program.
2. Denver Air Connection offers the Mile High Elite Program at its discretion and has the right to terminate the Program, in whole or in part, or to change or amend the Terms, in whole or in part, at any time, even if the changes affect the value of Mile High Elite Program and already accumulated.
3. Denver Air Connection reserves the right to end the Mile High Elite Program with or without notice.
4. Denver Air Connection may, in its discretion, change the Mile High Elite Program, including its rules, regulations, travel awards, and special offers at any time with or without notice. This means that the accumulation of Mile High Elite Program Points does not entitle you to any vested rights with respect to such rewards and benefits.
5. Denver Air Connection may, among other things, withdraw, limit, modify, or cancel any Mile High Elite Program Points or benefits; including rules for earning, redeeming, retaining, forfeiting or rules for the use of Mile High Elite Program Points; rename or redefine program elements or benefits; or modify or end any associated benefits.
6. Denver Air Connection may make any one or more of these changes at any time, even though such changes may affect your ability to use earned Points that you have already accumulated.
7. Earned Points and Benefits are subject to government regulations.

H. Suspension/termination of the Mile High Elite Program accounts

1. Denver Air Connection reserves the right to terminate your Mile High Elite Program account for inactivity. Your account may be deemed inactive and terminated without notice if you have not had any earning or redeeming activity for at least 18 consecutive months.
2. Denver Air Connection may at any time suspend or terminate any Mile High Elite Program account for any reason in its sole discretion, such as suspending or terminating



any account associated with a customer who violates Denver Air Connection policies and procedures as determined by Denver Air Connection in its sole discretion, including, without limitation, when such customer has been added to the Denver Air Connection “no fly list” for any reason.

3. Denver Air Connection reserves the right to audit any accounts at any time and without notice to the member to ensure compliance with Terms, Conditions of Carriage and applicable information (including validating that the name and date of birth on the Mile High Elite Program account matches the name and date of birth in a flight reservation). If an audit reveals discrepancies or violations, point accrual and redemption may be delayed until the discrepancies or violations are resolved in a manner satisfactory to Denver Air Connection. Pending such resolution, members may be prohibited from accessing or using their account as determined in Denver Air Connection’s sole discretion.
 4. Termination of your Mile High Elite Program account by Denver Air Connection for any reason will result in the immediate forfeiture of all accrued and unused Mile High Elite Program Points benefits. Certain terminations may also result in cancellation of existing redemptions.
 5. If your account is terminated due to inappropriate conduct or while under investigation, you may not open a new Mile High Elite Program account or participate in the Mile High Elite Program in any capacity without obtaining the express written permission of Denver Air Connection.
 6. You may voluntarily terminate your Mile High Elite Program account on DenverAirConnection.com or by providing written notice to Denver Air Connection Customer Service.
 7. All requests to terminate your account must include the following information to confirm your identity: Your full name, your Mile High Elite Program number, email address on your Mile High Elite Program account, and your date of birth.
 8. Mile High Elite Program account termination is permanent, but if you terminate your Mile High Elite Program account voluntarily while in good standing, you may open a new Mile High Elite Program account at any time; however, any Mile High Elite Program Points which may have been available under your previous Mile High Elite Program account before termination will not be reactivated or transferred to your new Mile High Elite Program account.
 9. Each eligible individual is limited to one Mile High Elite Program membership.
- I. Account access, Denver Air Connection data, use of data and privacy
1. Denver Air Connection collects personal data about participants online, in accordance with its Privacy Policy.
 2. You understand and agree that the Mile High Elite Program and any and all information associated with the Mile High Elite Program such as your Mile High Elite Program member



information, Mile High Elite Program account number and password are solely owned by Denver Air Connection as "Denver Air Connection Data" and are confidential information of Denver Air Connection.

3. As a Mile High Elite Program member, you may not give or approve access to your Mile High Elite Program account by any third-party on-line service, including, but not limited to any mileage management service, mileage tracking service, or mileage aggregation service.
4. As a Mile High Elite Program member, you must access your account information directly through the Denver Air Connection Platforms (as defined in the Platform Terms) and not through a third-party website, including but not limited to any mileage management service, mileage tracking service, or mileage aggregation service.
5. Denver Air Connection assumes no responsibility for and is not liable for any unauthorized access by third parties to a member's account or account information, including any unauthorized award transaction made from the account, except as provided under applicable laws. Denver Air Connection assumes no obligation or duty to re-credit any unauthorized mileage withdrawal made by third parties; however, Denver Air Connection reserves the right to review, in its sole discretion, requests for re-crediting unauthorized mileage withdrawals provided such request is made to Denver Air Connection within three months of the unauthorized withdrawal.
6. To the maximum extent permissible by applicable law, and except with regard to Denver Air Connection's gross negligence, fraud or willful misconduct, Denver Air Connection will have no liability in connection with any unauthorized use or access of your Mile High Elite Program account, Mile High Elite Program account number or password.
7. Except for the sharing of your Mile High Elite Program account number with Mile High Elite Program Partners as permitted by the Mile High Elite Program, you may not share any Mile High Elite Program Data with any third party without Denver Air Connection's express consent.

J. Taxes

1. Any valuation of the Mile High Elite Program miles or any other Mile High Elite Program and Benefits is based on available information provided to Denver Air Connection.
2. Income tax liability related to any Mile High Elite Program Points, if applicable, is the sole responsibility of the member.

K. Communications from Denver Air Connection

1. By participating in the Mile High Elite rewards program, you consent to receive communications from Denver Air Connection including by telephone, e-mail, and text message. Message and data rates may apply.



2. Your reward itineraries, mileage summaries, and redemption receipts will be sent to the email address that you provide. You may also receive special promotional materials at the email address you provide.

L. Name and address change

1. You will be responsible for letting Denver Air Connection know of any name, email, or address change on your account. Please ensure that the name in your Mile High Elite Program account matches exactly the name on your government-issued photo ID used when you travel.
2. Name change requests must be made through Denver Air Connection customer service.

M. Reactivation of miles

1. Unless otherwise stated, if your account has no Qualifying Activity in any 18-month period, all points in the account will expire. "Qualifying Activity" is defined as redeeming any Mile High Elite Program Points or accruing Mile High Elite Program Points on any eligible flight segments with Denver Air Connection. Denver Air Connection does not permit reactivation of an expired account under any circumstances.

N. Prohibitions

1. Transfers of your Mile High Elite Program Points: You may not, at any time, purchase, transfer, sell, advertise for sale, or barter (including by means of transferring, gifting, or promising) any Mile High Elite Program Points. Any such Mile High Elite Program Points are void if transferred for cash or other consideration. Violators (including any passenger who uses a purchased or bartered award ticket) may be liable for damages and litigation costs, including Denver Air Connection's attorneys' fees and costs incurred in enforcing this rule.
2. Fraud, misrepresentation, abuse, or violation of these Terms is subject to administrative or legal action by appropriate governmental authorities and Denver Air Connection. Such action may include the forfeiture of any Mile High Elite Program Points in a member's account including existing redemptions, as well as termination of the account and the member's future participation in the Mile High Elite Program. In addition, Denver Air Connection reserves the right to take appropriate legal action to recover damages, including its attorneys' fees and costs incurred in any lawsuit.

O. Consequences/remedies

1. Use of award tickets that have been acquired by purchase or for any other consideration may result in the tickets being canceled, confiscated, or the passenger being denied boarding. If a trip has started, any continued travel will be at the passenger's expense on a full-fare basis. The passenger or member who attempts to use such a ticket may also be liable to Denver Air Connection for the cost of a full fare ticket for any segments flown on a sold or bartered ticket.



2. All reservations or award tickets that are made or purchased through fraudulent means are void and will be cancelled by Denver Air Connection.

P. Governing law and dispute resolution

1. You agree that you will notify Denver Air Connection of any dispute by submitting your concerns to Denver Air Connection, including a description of the nature of the dispute. Following delivery of such submission, you agree to allow Denver Air Connection sixty (60) days to provide a substantive response and to try to resolve the dispute, before filing any lawsuit or any other proceeding against Denver Air Connection related to the dispute.
COMPLIANCE WITH THE NOTIFICATION PROCEDURES SET FORTH HEREIN SHALL BE A CONDITION PRECEDENT TO YOUR RIGHT TO FILE ANY LAWSUIT, ARBITRATION, ADMINISTRATIVE OR ANY OTHER PROCEEDING AGAINST DENVER AIR CONNECTION. YOU AGREE THAT YOUR FAILURE TO COMPLY WITH THESE NOTIFICATION PROCEDURES WILL ENTITLE DENVER AIR CONNECTION TO RECOVER FROM YOU REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN DEFENDING THE LAWSUIT OR ANY OTHER PROCEEDING.
2. **YOU AGREE THAT THE RESOLUTION OF ANY DISPUTE, CLAIM, OR CONTROVERSY RELATED TO THE PROGRAM SHALL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT NO SUCH PROCEEDING MAY BE CONSOLIDATED WITH ANY OTHER LEGAL PROCEEDINGS INVOLVING DENVER AIR CONNECTION OR ITS AFFILIATED ENTITIES. YOU FURTHER AGREE THAT YOU, AND ANYONE ASSERTING A CLAIM FOR YOU, WILL NOT BE A CLASS REPRESENTATIVE, CLASS MEMBER, OR OTHERWISE PARTICIPATE IN A CLASS, REPRESENTATIVE, CONSOLIDATED OR PRIVATE ATTORNEY GENERAL PROCEEDING AGAINST DENVER AIR CONNECTION.**
3. **YOU AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY ON ALL CLAIMS THAT MAY BE DECIDED BY A JURY**
4. If you are (i) an individual who is either a U.S. Citizen or a resident of the U.S. or its territories or (ii) an entity, you agree that these Terms are made and entered into in Arapahoe County, Colorado. You agree that Colorado law governs the interpretation and enforcement of these Terms or any dispute arising from your participation in the Mile High Elite Program or use of any Mile High Elite Program points or Benefits, without regard to conflicts of law principles. Except as set forth below, any lawsuit brought by you related to your participation in the Mile High Elite Program or use of any Mile High Elite Program points or Benefits or these Terms must be brought in the state or federal courts of Arapahoe County, Colorado.
5. **IN NO EVENT SHALL DENVER AIR CONNECTION'S LIABILITY EXCEED THE EQUIVALENT VALUE, AS DETERMINED BY DENVER AIR CONNECTION, OF THAT ACCRUAL OR BENEFIT. IN NO EVENT SHALL DENVER AIR CONNECTION BE LIABLE TO A MEMBER, OR ANYONE ACTING ON THE MEMBER'S BEHALF, FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE OR PROFITS, ARISING OUT OF THE ACTS OR OMISSIONS OF DENVER AIR CONNECTION IN CONNECTION WITH THE PROGRAM, OR COSTS OR ATTORNEYS' FEES.**



Q. Order of precedence; rules of interpretation

1. These Terms contain the entire agreement between you and Denver Air Connection with respect to the Mile High Elite Program and supersede all previous or contemporaneous communications, representations, proposals, commitments, understandings, and agreements, whether written or oral, between you and Denver Air Connection with respect to the Mile High Elite Program or any past Denver Air Connection rewards program.
2. In interpreting these Terms and Conditions, the conjunction “or” will be understood in its inclusive sense (and/or), and use of the words “includes” or “including”, “for example”, or “e.g.” (and their derivatives) will be deemed to be followed with the phrase “without limitation”.
3. Mile High Elite Program participants acknowledge that these Terms and Conditions are reasonable, valid, and enforceable. However, if a court of competent jurisdiction finds any of the provisions of these Terms and Conditions to be too broad to be enforceable, it is the intention of Denver Air Connection that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable. If any part of these Terms and Conditions are held to be invalid, this invalidity will not affect the operation of any other part of the Terms and Conditions.

23. Customer Service

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

1. Email address: customerservice@denverairconnection.com.
2. Mailing address:

Denver Air Connection
Attn: Customer Service
13252 East Control Tower Road
Englewood, CO 80112

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

23. Privacy Notice

- A. DAC is committed to protecting the privacy of its customers in compliance with all relevant data protection laws. Please be advised that when a DAC Ticket is booked or purchased, or when an individual, group, or entity participates in DAC programs or services, personal data is collected, used, processed and transferred for the following business purposes: making a reservation; purchasing a



Ticket; participating in services; obtaining ancillary services, including accommodating Special Service Requests; accounting, billing and auditing; checking credit or other payment mechanisms; operating frequent flier or other promotional programs; systems testing, maintenance and development; customer relations; sales and marketing; promotions for goods and services and third party's goods and services; statistical analysis; developing and tailoring current and future services; facilitating travel, including obtaining TSA clearance; complying with applicable laws; providing data to third parties or governmental agencies to comply with, or assist in the development of, security or safety measures for passengers, baggage or cargo, or to provide for the prevention or detection of imminent criminal acts or the apprehension or prosecution of offenders; protecting the legal rights of DAC. Upon booking a ticket for transportation or purchasing other services, the purchaser and the Ticketed passenger authorize DAC and its affiliates and authorized agents to (1) collect, process, retain and use, and (2) transfer to third parties, including other carriers and government agencies, for their use, processing and retention, such personal data as DAC deems necessary to carry out the above-mentioned business purposes. Any purchaser or passenger may contact DAC at the address set forth below to review and rectify their personal data on file. If a purchaser or passenger objects to DAC maintaining and using their personal data for marketing purposes, written requests to opt out of optional programs can be made to: customerservice@denverairconnection.com.

24. Consent to Use of Personal Data

- A. Upon booking a ticket for transportation, purchasing other services, or participating in any DAC program or service, you hereby authorize DAC and its affiliates and authorized agents to (i) collect, process, retain, and use, and (ii) transfer to third parties, including, but not limited to, subcontractors, agents, affiliates, marketing partners, other carriers, and government agencies, for their use, processing and retention, any and all personal data you provide when DAC believes in good faith that it is in the interests of aviation security or that disclosure is otherwise necessary or advisable or as DAC 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; 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 DAC 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 DAC and/or its affiliates. If a passenger wants to learn more about DAC's Privacy Policy, it may be viewed at www.denverairconnection.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.