

# Conditions of Carriage

These Conditions of Carriage govern the relationship between MAA Incorporated d/b/a Direct2 (“Carrier”) and its passengers (“you” or the “passenger”) for flights booked by Direct2 Air LLC 417 SE Yew Lane, Bend, OR, 97702 (“Direct2”), an indirect air carrier under Part 380 of the U.S. Department of Transportation’s regulations (14 CFR Part 380). By making a reservation or accepting transportation on Carrier, each passenger agrees to be bound by all of the following terms and conditions. No agent, servant or representative of Carrier has authority to change or waive any provision of these Conditions of Carriage, unless authorized in writing by a corporate officer of the Carrier.

## 1. Booking

Booking is only valid for the flight shown, from the place of departure to the final destination. Each booking confirmation constitutes conclusive evidence of a Contract of Carriage between Carrier and the passenger named in the booking confirmation. Passengers may not board a flight unless they present a valid booking confirmation(which may be in electronic form). If a passenger does not board a departing flight without advising Carrier in advance, Carrier will cancel the return and/or onward reservations and no refunds will be issued.

Bookings are not transferable and Carrier will only provide carriage to the passenger named on the ticket. If a passenger would like to transfer their booking to another person, it is our policy, with at least 48 hours’ notice before flight departure, to facilitate a transfer. The new passenger will be required to provide information and to accept these Conditions as well as Direct2’s Operator Participant Agreement, Terms of Service and Privacy Policy. Passengers should contact [makeflyingfun@direct2air.com](mailto:makeflyingfun@direct2air.com) if they wish to transfer their booking.

## 2. Fares, Taxes, Fees and Other Charges

Fares are established by Direct2 and will be specified on the receipt you receive after booking a reservation and accepting Direct2’s Operator Participant Agreement. Fares include all applicable taxes, fees and other charges imposed by any government or other authority. At the time of booking, passengers will be advised of such taxes, fees and charges included in the fare, which may be based on estimates. If following booking any new tax, fee or charge is imposed, or if such amounts increase between booking and the date of flight, passengers will not be charged such additional amounts, but will also not receive any refund in the event these amounts decrease. Fares are only payable in U.S. Dollars unless otherwise agreed by Direct2 at the time of booking.

## 3. Checked Baggage

Passengers are welcome to bring the following baggage.

One (1) checked bag, weighing up to 50 lbs / 23kg.

One (1) small personal item weighing no more than 20lbs, and measuring no more than 13x13x10in (33x33x25cm).

Mobility and assistive devices which cannot be carried in the cabin due to space limitations will be considered checked baggage in addition to the included baggage allowance, without charge, provided the passenger is dependent upon such items. Mobility aids are assigned the highest boarding priority and every reasonable effort will be made to transport passengers and their mobility aids 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. For example, most non-collapsible mobility aids powered by dry and wet cell batteries are too large to fit onboard the aircraft. When this happens, we will coordinate with the Passenger and endeavor to offer the best solution available.

Carrier's liability for lost or damaged luggage is limited as follows:

- For INTERNATIONAL flights, pursuant to the Montreal Convention, Carrier's liability for lost or damaged checked baggage is limited to the actual value of the baggage but not more than 1,288 Special Drawing Rights (SDRs) (approximately \$1,800) per passenger in the case of checked baggage.
- For DOMESTIC flights, you agree that Carrier's liability for lost or damaged baggage is limited to \$1,250 per passenger total.

Passengers may not include in their baggage items that are likely to endanger the aircraft or persons or property on board the aircraft, including those listed below under Section 6 Dangerous and Prohibited Items.

Each passenger is solely responsible for packing their luggage in such a way that the contents cannot be damaged. Passengers are liable for any damage caused to the plane's equipment or another passenger's luggage caused by such passenger's baggage or its contents. Carrier assumes no liability for fragile valuables or perishable articles. Carrier is not liable for pre-existing damage (including minor cuts, scratches, and broken zippers as a result of over packing) or for wear and tear resulting from ordinary handling of baggage. Carrier may refuse to carry as baggage any item that it considers unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other passengers.

#### Notice of Claims

Carrier is not liable for any loss, damage, or delay in the delivery of baggage arising out of or in connection with transportation of, delay, or failure to transport any baggage unless notice of a claim is presented to the Carrier office within 24 hours after the alleged occurrence of the events causing the claim. Any notification received within 24 hours that informs Carrier of the nature of the claim will suffice, and Carrier may deny any claim not presented within 24 hours of the alleged occurrence. If a passenger wishes to file a claim or an action regarding delay of checked baggage, he or she must notify Carrier, in writing, within 21 days after occurrence of the event giving rise to the claim. Every such notification must be made in writing by sending email to [makeflyingfun@direct2air.com](mailto:makeflyingfun@direct2air.com). Failure to give notice within these time limits will not bar the claim if the passenger establishes to the satisfaction of the Carrier that he/she was unable to give such notice.

For domestic transportation, legal action on any claim described above must be brought within one (1) year of Carrier's written denial, in whole or part, of the claim.

## 4. Personal Items

Passengers may carry a small personal item such a purse, briefcase, laptop computer case, or small backpack weighing no more than 20lbs. Your personal item must measure no more than 13x13x10in. Please note that the aircraft do not have overhead bins. Assistive devices upon which an individual with a disability is dependent may be carried in addition to the one personal item allowance if, in the sole discretion of the crew, such devices can be safely stowed in the cabin of the aircraft. Personal items are the sole responsibility of the passenger. Claims for lost, forgotten, or stolen personal items will not be accepted by the Carrier.

## 5. Baggage Inspection

For reasons of safety and security, Carrier may request that a passenger permit a search and scan of his/her person and a search, scan or x-ray of the baggage. If a passenger is not available, the baggage may be searched in his/her absence for the purpose of determining whether he or she is in possession of or whether the baggage contains any prohibited items. If a passenger is unwilling to comply with such request, Carrier may refuse to carry such passenger and his/her baggage.

If required, a passenger will attend inspection of his/her baggage, checked or unchecked, by customs or other Government officials. Carrier is not liable to any passenger for any loss or damage suffered by such passenger in the course of such inspection or through passenger's failure to comply with this requirement. Passengers must submit to any security checks by Governments, airport officials or by Carrier.

## 6. Dangerous and Prohibited Items

We prohibit passengers from bringing items that are likely to endanger the aircraft or persons or property on board the aircraft. Accordingly, Carrier complies with the hazardous materials regulations issued by the Department of Transportation in Title 49 of the Code

of Federal Regulations, Parts 171 through 177 (49 CFR 171-177) as they may be updated from time to time. Additional information about what can and cannot be transported onboard aircraft can be found here: <https://www.tsa.gov/travel/security-screening/whatcanibring/all> If you have any questions, please reach out to us at [makeflyingfun@direct2air.com](mailto:makeflyingfun@direct2air.com).

## 7. Disabled Individuals and Passengers Requiring Assistance

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

Advance reservations and early check-in are recommended, although not required, to ensure time to coordinate the collaboration needed for the safe boarding of qualified individuals with a disability and any assistive devices.

Although the small size of many of our aircraft may limit some of our flexibility (e.g. the inability to fit non-collapsible electric wheelchairs on the aircraft), we will accommodate our passengers special needs to the greatest extent possible, with dignity and respect, and in compliance with U.S. Department of Transportation Part 382. We encourage passengers with special needs to speak with us via emailing [makeflyingfun@direct2air.com](mailto:makeflyingfun@direct2air.com) prior to booking so that we may offer appropriate guidance and support for your travel.

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

Passengers must be physically able to ascend/descend several steps with minimal assistance to access Carrier aircraft. Passengers who are unable to board by way of walking up the stairs into the aircraft must advise the Carrier at least forty-eight (48) hours before the scheduled departure of their need for assistance in this regard.

Physical limitations of the aircraft preclude the use of assistive devices typically available for access to larger aircraft, such as jet bridges, lifts, or boarding chairs.

Qualified Individuals with a Disability and Safety Assistants.

**Safety Assistants.** Passengers who need additional support may travel with a safety assistant who is able to provide the extra assistance required for the passenger's safety. This support may include lifting a passenger for boarding and deplaning, so long as the weight limit of the aircraft stairs is not exceeded.

**Essential Safety Assistants Required.** Carrier will not require any individual covered by this Section to be accompanied by a safety assistant unless it is determined that such assistant is essential for safety. Carrier may require a passenger meeting any of the following criteria to travel with a safety assistant as a condition of being provided air transportation in the interest of the passenger's essential safety needs. In these circumstances, and if contrary to the individual's self-assessment that he or she is capable of traveling independently, Carrier will not charge for the transportation of the safety assistant:

- A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from Carrier personnel, including the safety briefing required by 14 CFR 135.117(b) or any briefing required by a foreign government.
- A person with a mobility impairment so severe that the person is unable to physically assist in his or her evacuation of the aircraft; or
- A person who has both severe hearing and severe vision impairments if the person cannot establish some means of communication with Carrier personnel adequate to permit the transmission of the required safety briefing.

- If because there is not a seat available on a flight for a safety assistant whom Carrier has determined to be necessary, the individual will be eligible for denied boarding compensation. For the purposes of the determination of seat availability, the assistant will be deemed to have checked in at the same time as the passenger herein.
- Carrier is not required to find or provide a safety assistant.

## 8. Traveling with Pets

### Are pets allowed on board?

Well-behaved dogs and cats are welcome to fly on our aircraft. A guest may travel with only one pet, per the guidelines below and pets that are not in carriers must be leashed at all times. A pet must be at least 4 months old and be capable of not relieving itself for the entire duration of the flight.

### What is an approved carrier?

Carriers must measure less than 20"x12"x9" (L x W x H) and must weigh less than 20lbs total including the animal. Passengers are responsible for providing a carrier for their pet, and this carrier will count as a passenger's carry-on bag.

### How do passengers book a pet?

The intent to bring a pet must be declared at the time of flight booking.

### What other requirements are there for traveling with pets?

Passengers are responsible for providing proof at check-in of vaccinations, certifications, and other documentation required by departure and destination countries. Direct2 will not be responsible for any costs incurred should the passenger not have obtained his/her animal's required health and vaccination requirements or other documentation for his/her destination. Failure to ensure that all proper steps have been taken and documentation provided may result in the passenger's animal being placed in quarantine on arrival. Any costs related to the care of the passenger's animal in quarantine, issued fines, and any fee associated with returning the animal to its origin will be the passenger's responsibility.

Carrier assumes no liability for pet travelers, and in the event of any losses, sickness or injury, the passenger is fully responsible, including any reimbursements.

All pets must be domesticated, well-behaved and not aggressive toward humans or other dogs or cats. A pet that engages in behavior such as not responding to commands, scratching, barking, whining, growling, biting, jumping on passengers or crew members, relieving themselves in the aircraft or lounge may be denied boarding.

The passenger assumes full responsibility for the safety, health, well-being, and conduct of his/her pet, including the interaction of the pet with other passengers and crew members who may come in contact with the pet while on board the aircraft.

Pets cannot travel alone, and cannot travel with unaccompanied minors.

## 9. Traveling with Service Animals

We welcome trained dogs as service animals (free of charge) provided a completed and signed [Department of Transportation Service Animal Air Transportation Form](#) is submitted in advance of departure, confirming the dog is a trained service animal. The dog must also have ID, tag, or harnesses indicating that it is a trained service animal.

The service animal must fit within the area of a passenger's seat and be able to perform its duties at the seat location. They must remain on the floor throughout the flight and must never be in or blocking the aisle. If the animal is too large to fit under the seat or at the passenger's feet, we will accommodate the service animal in another location near the passenger if space is available (e.g., because the flight is not full). If there is no additional space, we will, at no charge, allow the passenger to book on another flight with available space. Passengers may wish to purchase a second seat to ensure that there is sufficient space on the flight for the animal to safely and comfortably fly.

Passengers can book a service animal by contacting [makeflyingfun@direct2air.com](mailto:makeflyingfun@direct2air.com). Should a passenger have two service animals, we will make every effort to accommodate. If the animal does not meet the qualifications to travel as a trained service animal, it may be eligible to travel under our general pet requirements assuming available capacity (see Section 8 Travelling with Pets). The animal must be trained to behave in a public setting and must remain in control of the handler at all times. Any threatening behavior may result in denying travel to the service animal and passenger.

Passengers with service animals will not be seated in emergency exit rows. Service animals may not obstruct an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation.

Passengers assume full responsibility for the conduct of his or her accompanying service animal. In the event Carrier incurs any loss, damage, delay, expense, or legal liability of any kind in connection with the transport of such animal, passenger accepts full liability for and shall reimburse Carrier for all such sums incurred.

## Can I travel with an emotional support animal?

Emotional support animals do not qualify as service animals. The same fees, behavioral expectations, size and capacity limitations and carrier requirements outlined above that apply to pets (see Section 8 Traveling with Pets) apply to emotional support animals.

## 10. Unaccompanied Minors

All children 5-15 traveling alone are unaccompanied minors.

Direct2 does not provide Unaccompanied Minor (UM) service to and from international destinations.

- Direct2 Air reserves the right to not transport Unaccompanied Minors on flights that may be diverted or cancelled due to inclement weather or other operational abnormalities.
- The purchaser of the must represent that he or she is either the parent or guardian of the Unaccompanied Minor or has authority to act on behalf of the parent or guardian regarding travel for the Unaccompanied Minor.
- Pets are not permitted to travel with Unaccompanied Minors.
- You will need the following information when making your UM reservation:
  - The child's full name
  - Your relationship to the child
  - The child's address
  - Telephone number(s), including area code
  - The child's date of birth
  - Information about both the parent/guardian dropping off and the one picking him/her up
  - Contact information for an alternate designee at the child's destination

Please contact [makeflyingfun@direct2air.com](mailto:makeflyingfun@direct2air.com) for additional information. Children 16-17 may be booked as adults and travel unaccompanied with a note from their parent or guardian.

## 11. Lap Infants

Carrier encourages all adults traveling with children under the age of two (2) years to secure the child in an approved car seat or child restraint system in the child's own, purchased seat. A paying adult passenger may carry, free of charge, on his or her lap, one child over 14 (fourteen) days and under two (2) years of age. Carrier reserves the right to request proof of age (e.g., passport, birth certificate, etc.) before accepting an infant for travel as a lap child. Carrier does not reserve a seat for such children unless a separate seat is purchased at the regular, applicable fare.

If a separate seat has been purchased for a child over fourteen (14) days and under two (2) years of age, the child may travel in a separate seat, provided that the child must be placed in a FAA-approved child restraint system. Child restraint systems may not be used in emergency exit rows. It is the responsibility of the child's parent or accompanying adult to ensure that the restraint device functions correctly, that the child is adequately secured by the device, that the child's weight does not exceed applicable limitations and that the device has been properly secured to the aircraft seat.

## 12. Travel Documents

Passenger is responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which he or she transits.

Prior to travel, passengers must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirements of the countries concerned, and permit Carrier to take and retain copies.

If a passenger is denied entry into his/her final destination for any reason, Direct2 will provide reasonable assistance to book such passenger on a return flight. Any third party costs, including return flight costs on third party carriers, and any fines or other charges assessed against passenger or Carrier as a result of such denial, are the responsibility of passenger. The fare collected for travel to the place of denied entry, and any return flight, will not be refunded.

Carrier is not liable or responsible for the consequences to any passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

## 13. Check-in and Boarding

Passengers must arrive at Carrier's check-in location and boarding area 30 minutes in advance of flight departure for domestic flights, and at least 50 minutes in advance of flight departure for international flights to permit completion of any government formalities and departure procedures and in any event no later than the time that may be indicated by Carrier. If a passenger fails to arrive in time at Carrier's check-in location or boarding area or appears improperly documented and not ready to travel, Carrier may cancel the space reserved for such passenger and will not delay the flight. Carrier is not liable to any passenger for loss or expense due to such passenger's failure to comply with these requirements.

### What if I'm late?

Delays caused by passengers of more than 1 hour later than the planned departure time of the charter flight will be charged at the rate of \$500 per additional 30 minutes for piston aircraft and \$1000 for turbine aircraft, up to a maximum total delay of 120 minutes at which point the flight may be cancelled and billed as if flown in its entirety.

## 14. Passenger Conduct

Carrier may refuse carriage of any passenger or passenger's baggage for reasons of safety or if, in the exercise of its reasonable discretion, Carrier determines that:

- Such action is necessary in order to comply with any applicable laws, regulations, or orders of any state or country to be flown from, into or over;
- Carriage of passenger or his/her baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;
- Passenger's mental or physical state, including impairment from alcohol or drugs, presents a hazard or risk to himself/herself, other passengers, crew or property;
- Passenger is carrying illegal or hazardous substances, or consumes illegal drugs or personal alcohol on the flight;
- Passenger has committed misconduct on a previous flight, and Carrier has reason to believe that such conduct may be repeated;
- Passenger has refused to submit to a security check;
- Passenger has not paid the applicable fare, taxes, fees or charges;
- Passenger does not have valid travel documents, or Carrier has reason to believe that Passenger will not be permitted to enter the country of destination;
- Passenger presents a ticket that has been acquired unlawfully, has been purchased from an entity other than Carrier or its authorized agents, or has been reported as being lost or stolen, is a counterfeit, or passenger cannot prove that he or she is the person named in the ticket; or
- Passenger fails to observe Carrier's instructions with respect to safety or security.
- Passengers who refuse to obey Carrier's or Direct2's rules or policies.
- Passengers who refuse to obey any federal regulations, security directives, or instructions given by crew members, station management or supervisory personnel.
- Passengers whose conduct is or has been known to be disorderly, abusive, offensive, threatening, intimidating, violent, belligerent and/or irrational so as to be a hazard or potential hazard to Carrier's employees, other passenger(s), and/or him/herself (including verbal harassment related to race, color, gender, religion, national origin, disability, age, ethnicity or sexual orientation). Federal law, including but not limited to 49 U.S.C. Section 46503, protects Federal, airport, and air carrier employees who have security duties within an airport. Assault on such employees or interference with the performance of their duties is strictly prohibited.
- Passengers who interfere or attempt to interfere with the duties of any member of the flight crew.
- Passengers who are unwilling or unable to abide by our non-smoking rules and federal laws prohibiting smoking onboard the aircraft.

The tickets of any passenger refused passage or removed enroute under the provisions of this section will be refunded and such refunded shall be the sole recourse of any passenger refused passage or removed enroute. UNDER NO CIRCUMSTANCES WILL CARRIER BE LIABLE TO ANY PASSENGER OR REFUSED PASSENGER FOR ANY TYPE OF INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

If Carrier is required to pay any fine or penalty or to incur any expenditure by reason of passenger failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, passenger will reimburse Carrier on demand, any amount so paid or expenditure so incurred. Carrier may apply towards such payment or expenditure the value of any unused carriage on passenger's ticket, or any of passenger's funds in Carrier's possession.

Please note that we are unable to fly expectant mothers in the last two weeks of their pregnancy. In addition, expectant mothers in the last month of their pregnancy must provide at check-in a letter from their doctor verifying that they are physically fit for air travel on such date.

Smoking (including use of electronic simulated smoking materials and smokeless cigarettes) is not permitted on any flights. Federal law also prohibits smoking in an airplane lavatory and tampering with, disabling, or destroying any smoke detector installed in any airplane lavatory.

## 15. Changes, Delays and Cancellations

### If You Change Your Flight

If you change your reservation, additional charges might apply as set forth in the following schedule, and your right to receive a refund is limited. All requests for changes must be sent to us by email at [makeflyingfun@direct2air.com](mailto:makeflyingfun@direct2air.com). Refunds, if any, will be made within 14 days of receipt of your notice of change.

If you change your flight more than seven (7) days prior to departure, any price difference between the original flight and the new flight must be paid. Any remaining amount after such change will be fully refunded.

If you change your flight within seven (7) days of departure, any price difference between the original flight and the new flight must be paid. Any remaining amount after such change will be kept as credit on your account for 12 months to be used for future flights.

If you change your flight within 48 hours of departure, any price difference between the original flight and the new flight must be paid. A change fee equal to 10% of the original flight cost will be applied. Any remaining amount after such change will be kept as credit on your account for 12 months to be used for future flights.

### If You Cancel Your Flight

If you cancel your reservation, your right to receive a refund is limited, as set forth in the following schedule. All requests for refunds must be sent to us by email at [makeflyingfun@direct2air.com](mailto:makeflyingfun@direct2air.com). Refunds will be made within 14 days of receipt of your notice of cancellation.

More than 7 days before departure:

100% refund

Between 7 days and 48 hours before departure:

100% credit to your account for 12 months to be used for future flights.

Within 48 hours of departure:

50% of the trip charge will be kept by the carrier as a cancellation fee. The remaining amount will be kept as credit on your account for 18 months to be used for future flights.

Please note that if the date or routing of the reservation has previously been modified by the passenger and the passenger thereafter requests to cancel, any refund will be received as credit on your account (minus any cancellation fees) for 12 months to be used for future flights, regardless of when such cancellation occurs.

### If We Cancel the Flight

If we must cancel the flight, we will notify you in writing within 7 days of the cancellation, but in no event later than 10 days before the scheduled departure date. We have no right to cancel the flight less than 10 days before departure, except for (i) circumstances that make it physically impossible to perform the flight or (ii) in the case of international flights, if we are unable to obtain landing rights for the flight (which are subject to the approval of foreign governments, and in which case a full refund will be made to you automatically). If that occurs, we will notify you as soon as possible, but not later than the scheduled departure date. If the flight is canceled, we will make a full refund to you within 14 days after cancellation. The rights and remedies made available under this contract are in addition to any other rights or remedies available under applicable law. However, we offer refunds under this contract with the express understanding that the receipt of that refund by a passenger waives the additional remedies.

Carrier will take all necessary measures to avoid flight time delays. In the exercise of these measures, and in order to prevent a flight cancellation, in exceptional circumstances Direct2 may arrange for a flight to be operated on its behalf by an alternative Carrier and/or aircraft. Direct2 will endeavor to notify the passenger of any such changes. Delay does not entitle the passenger to cancellation or refund, unless it exceeds 5 hours.

If Carrier cancels a flight, or fails to operate a flight reasonably according to schedule, Carrier will refund to passenger: (i) if no portion of the ticket has been used, an amount equal to the fare paid; or (ii) if a portion of the ticket has been used, an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used. If a passenger wishes to seek a refund, he or she must notify Carrier within 21 days from the date the flight was originally scheduled, by email, to Direct2's customer relations department [makeflyingfun@direct2air.com](mailto:makeflyingfun@direct2air.com).

All refunds are subject to government laws, rules and regulations or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will normally be made in the same manner and the same currency in which the ticket was paid for but may be made in another currency at Carrier reasonable discretion. Carrier will only provide a refund to the person who has paid for the ticket, upon presentation of satisfactory proof of such payment.

## 16. Limitations of Liability

Carriage in international air transportation is subject to the rules and limitations relating to the liability established by the below Conventions (unless such carriage is not international carriage to which the Convention applies).

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929;
- the Warsaw Convention as amended at The Hague on 28 September 1955;
- the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975); and
- the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999.

Pursuant to such conventions:

Any liability Carrier has for damage will be reduced by any negligence on passenger's part which causes or contributes to the damage in accordance with applicable law.

Carrier is not liable for any damage arising from its compliance with applicable laws or Government rules and regulations, or from passenger's failure to comply with the same.

Carrier's liability is subject to passenger's provision of relevant documentation, including where applicable documentation proof of purchase, including date and price of purchase. In case of liability for baggage depreciation will be deducted.

If a passenger's age or mental or physical conditions is such as to involve any hazard or risk to himself or herself, Carrier will not be liable for any illness, injury or disability, including death, attributable to such condition for the aggravation of such condition.

Carrier is not liable for damage or loss of unchecked baggage unless such damage or loss is caused by the negligence of Carrier.

Except in the case of an act or omission done with intent to cause damage, and/or recklessly and with knowledge that damage, delay or loss would probably result, the liability of Carrier in the case of damage, delay or loss to checked baggage will be limited to 1,288 SDR (approximately \$1,800) per passenger registered for the checked baggage. For unchecked baggage, Carrier is liable only to the extent damage resulted from the fault of the Carrier.

The foregoing limits of liability apply to Carriers authorized agents, servants, employees and representatives to the same extent as they apply to Carrier. The total amount recoverable from Carrier and from such authorized agents, servants, employees and representatives will not exceed the amount of Carriers own liability, if any.

Nothing in these Conditions waives any exclusion or limitation of Carriers liability under the Convention or applicable laws unless otherwise expressly stated.

Carrier shall not be liable for any punitive, consequential or special damages arising out of or in connection with carriage or other services performed by Carrier, whether or not Carrier had knowledge that such damage might be incurred. Carrier shall not be liable for any damage arising out of its 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 Carrier regarding such laws, regulations, orders, rules, requirements or security directives.

## 17. Preferred FBOs

Direct2 will select FBO's (Fixed Base Operators) at all airports. Non-preferred FBOs, if utilized at the request of the guest, will be subject to an additional fee of \$350 per instance which will be charged to the card on file. Please contact the guest services team, [makeflyingfun@direct2air.com](mailto:makeflyingfun@direct2air.com), should you desire a specific FBO.

## 17. Personal Data

Passenger recognizes that personal data has been given to Direct2 and Carrier for the purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements, and making available such data to government agencies. For these purposes, passenger authorizes Carrier to retain such data and to transmit it to its own offices, other Carriers, or the providers of such services, in whatever country they may be located. All passenger information shall be handled in accordance with Direct2's [Privacy Policy](#).

## 18. Applicability

These Conditions are applicable unless they are inconsistent with tariffs or applicable law that cannot be waived by agreement of the parties in which event such tariffs or laws will prevail. In addition, if carriage is performed pursuant to a charter agreement, the provisions of these Conditions will apply only to the extent they are consistent with such charter agreement. If any provision of these Conditions or any charter agreement are invalid under any applicable law, the other provisions will remain valid.

## 19. Right to Change Conditions of Carriage

Carrier reserves the right, to the extent not prohibited by federal law, to change, delete, or add to any of the terms of these Conditions of

**DIRECT2** AIR

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63136 Powell Butte Highway #4  
Bend, OR 97701

### Company

Careers  
Our Ethos  
Sustainability  
Health and Safety

### Guest Resources

Operator Participant Agreement  
Conditions of Carriage  
FAQs

### Connect



FAA certificate #MQAA151B

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