

PUBLIC CHARTER PARTICIPANT AGREEMENT

1. **GENERAL:** When you purchase a seat on a Cuba Charter Services, LLC d/b/a Aerocuba flight, a contract is made, and each party has certain rights and obligations as set forth below. CUBA CHARTER SERVICES, LLC D/B/A AEROCUBA, 1195 W 37th Street, Hialeah, Florida 33012, is the authorized Public Charter operator (Aerocuba). The price of your trip, dates of the outbound and return flights, origin and destination cities, and other conditions, are as specified in the applicable Aerocuba itinerary and/or your accepted reservation and are incorporated herein by reference. Unless otherwise specified, the price includes only air transportation.

2. **RESERVATIONS AND PAYMENT:** Reservations may be made directly with Aerocuba or through your travel agent. Unless and until full payment has been made, you do not have a confirmed reservation. The forms of payment accepted for transportation on Aerocuba flights are cash, check, or credit card. Your payment is transmitted directly to Aerocuba's public charter depository (escrow) account at Centennial Bank, 121 Alhambra Plaza, Suite 1515, Coral Gables, Florida 33134; **PAYMENTS BY CHECK MUST BE MADE PAYABLE TO CENTENNIAL BANK OR TO YOUR TRAVEL AGENCY, WHICH MUST IN TURN MAKE ITS CHECK PAYABLE AS SPECIFIED ABOVE.** Your payment is additionally protected in part by a security agreement between Aerocuba and Lexon Insurance Company. Unless you file a claim with Aerocuba, or if Aerocuba is unavailable, with Lexon Insurance Company, within sixty (60) days of arrival (or in the case of a canceled charter, the intended date of arrival) of the last flight of your itinerary, Lexon Insurance Company shall be released from all liability to you under the security agreement.

3. **AIR TRANSPORTATION:** Aerocuba flights are operated by Swift Air, LLC (Swift) using B737 aircraft seating 150 passengers. Swift supplies air transportation subject to all applicable laws and regulations governing the provision of commercial air transportation. Aerocuba and Swift reserve the right to substitute another duly-licensed carrier and/or to change the aircraft type, capacity, and routing; no refund will be given for such substitutions or changes. Additionally, and subject to the provisions of this agreement governing "Major Changes," Aerocuba reserves the right to change the form of service from charter flight to scheduled flight and vice versa. Consumer protections afforded Public Charter passengers will apply only to those passengers who actually travel on a Public Charter flight. Passengers who actually travel on scheduled flights will receive only the consumer protections applicable to scheduled service. Tickets issued or procured by Aerocuba are neither endorsable to other carriers nor usable on other routes of the same carrier. Flight dates and times are not guaranteed, and Aerocuba is not responsible or liable for a participant making connections.

4. **CHECK-IN INFORMATION:** Please refer to your itinerary for check-in information. Passengers must present themselves for check-in at least 60 minutes prior to scheduled departure time. If you are not present at the boarding area at least 15 minutes prior to scheduled departure, you will be considered a "no-show;" and you may not be permitted to board. In such event, neither Aerocuba nor Swift shall be responsible or liable for your transportation. Please refer to Paragraph 6 below for additional information on no-shows.

5. **CANCELLATIONS BY AEROCUBA, PRICE TERMS, AND MAJOR CHANGES:** Aerocuba reserves the right to cancel a trip for any reason, provided Aerocuba notifies you in writing within seven (7) days after the cancellation occurs, but no later than ten (10) days before the scheduled departure date. A full refund will be made within fourteen (14) days after such cancellation. **AEROCUBA WILL NOT CANCEL A TRIP LESS THAN TEN (10) DAYS BEFORE DEPARTURE, EXCEPT FOR CIRCUMSTANCES THAT MAKE IT PHYSICALLY IMPOSSIBLE TO PERFORM THE TRIP.** If such a circumstance occurs, Aerocuba will notify you as soon as possible; and if the trip is canceled, Aerocuba will refund all monies within fourteen (14) days. **IF AEROCUBA MAKES A PRE-DEPARTURE "MAJOR CHANGE" TO A TRIP, YOU MAY CANCEL UP TO TWENTY-FOUR (24) HOURS BEFORE DEPARTURE AND RECEIVE A FULL REFUND WITHIN FOURTEEN (14) DAYS AFTER CANCELLATION.** Only the following constitute "major changes:" (i) a change in the departure or return date unless the change results from a flight delay experienced by the air carrier, although a delay of longer than forty-eight (48) hours will always be considered a "major change;" (ii) a change in

the origin or destination city; or (iii) a price increase of more than ten (10) percent occurring ten (10) or more days before departure. If a “major change” occurs, Aerocuba will notify you within seven (7) days after learning of the change but at least ten (10) days before the scheduled departure. If Aerocuba first knows of the “major change” less than ten (10) days before departure, Aerocuba will notify you as soon as possible. IF A “MAJOR CHANGE” WHICH YOU ARE UNWILLING TO ACCEPT OCCURS AFTER YOUR OUTBOUND FLIGHT HAS BEEN COMPLETED, AEROCUBA WILL REFUND, WITHIN FOURTEEN (14) DAYS AFTER YOUR SCHEDULED RETURN DAY, THAT PORTION OF YOUR PAYMENT WHICH APPLIES TO THE SERVICE NOT PROVIDED.

6. PASSENGER CANCELLATIONS, ITINERARY CHANGES AND REFUNDS: IF YOU CANCEL OR CHANGE A CONFIRMED RESERVATION, OR IF YOU “NO SHOW” FOR A FLIGHT, YOUR RIGHT TO A REFUND IS LIMITED AS FOLLOWS: A 50% refund will be given in the case of a passenger cancellation provided notice of the cancellation is received by Aerocuba at least four (4) days prior to the passenger’s originally scheduled date of departure. If such notice is received less than four (4) days but prior to the originally scheduled date of departure, no refund will be provided. In the event a passenger is a “no show,” no refund will be provided. Cancellations and change requests should be made by emailing Aerocuba at info@aerocuba.com. Any refund will be made within fourteen (14) days after the date of cancellation. If, at time of cancellation, a passenger provides a substitute participant utilizing the same itinerary, or if Aerocuba provides the substitute, a full refund less a \$25 administrative fee will be provided. Aerocuba shall not be deemed to have provided a substitute participant unless all seats on the flight are sold out initially. A passenger may transfer their trip to another person with notice to Aerocuba no less than 10 business days before the originally scheduled date of departure.

7. BAGGAGE ALLOWANCE AND LIABILITY: The total baggage allowance, including one carry-on bag is 70 pounds per paying passenger for all trips. Each passenger may carry one carry-on bag and one personal item in the aircraft cabin, but the carry-on bag counts towards the 70 pound limit. Each passenger may check one bag up to 50 pounds for free. A checked bag and carry-on bag together weighing more than 50 pounds will incur a Regular Excess Fee of \$1 per pound up to the 70 pound limit. A second checked bag will incur the Regular Excess Fee plus a \$20 fee, provided all checked bags and carry-on bag remain within the 70 pound limit. TSA requires that passengers are allowed to bring one small bag of liquids, aerosols, gels, creams, and pastes through the checkpoint with your carry-on bag. These are limited to 3.4 ounces or less per container. Any overweight or oversized baggage (larger than suitcase size) will be carried, if at all, subject to load restrictions and additional charges. Each overweight or oversized baggage will incur an Irregular Excess Fee of \$3 per pound plus a \$20 fee per bag. Each bag or box checked-in as Irregular Plus will incur an Irregular Plus Excess Fee of \$4 per pound plus a \$20 fee per bag. Aerocuba and Swift neither assume nor accept liability for lost, delayed, or damaged bags, except as provided in the terms and conditions of Swift’s applicable tariff and/or contract of carriage. For domestic (intra-United States) flights, baggage liability is limited to \$3,500 per passenger. For international flights, baggage limited is limited by applicable treaty. For flights governed by the Montreal Convention, baggage liability is limited to 1,131 Special Drawing Rights per passenger.

8. RESPONSIBILITY: Aerocuba is the principal and is responsible for making arrangements to provide the services included in the trip. In all cases, transportation is subject to all of the terms and conditions of the respective carrier’s applicable tariff and/or contract of carriage; in the case of scheduled airline service, refer to the air transportation ticket for conditions of carriage and notice of incorporated terms, and inquire of the airline for additional details. Airlines and other travel suppliers are not agents or employees of Aerocuba but are independent contractors over whom Aerocuba has no control. Accordingly, you hereby agree that, except as otherwise provided herein, Aerocuba is not responsible or liable for any loss, injury, expense, damage to property or personal sickness, injury, or death that results directly or indirectly from (a) an act or omission of any air carrier or other travel supplier, or (b) any other cause or act, of whatsoever nature, beyond the direct and immediate control of Aerocuba. Except as otherwise specified herein, in the event of non-operation of any flight due to reasons beyond the control of Aerocuba, Aerocuba’s sole liability shall be to refund to you that portion of

the price allocable to the services not provided. Any deviation from the trip that you initiate is solely your responsibility.

9. IDENTIFICATION: YOU MUST PRESENT GOVERNMENT-ISSUED PHOTO IDENTIFICATION BEFORE BOARDING; SUCH IDENTITY DOCUMENT SHOULD MATCH YOUR NAME AS IT APPEARS ON THE PASSENGER RESERVATION LIST. FAILURE TO PROVIDE THIS TYPE OF IDENTIFICATION COULD LEAD TO DELAY IN BOARDING OR TO DENIAL OF BOARDING, SO PLEASE BE SURE TO HAVE SUCH IDENTIFICATION (SUCH AS A DRIVER'S LICENSE) READY WHEN YOU CHECK IN.

10. NOTICES: All communication should be sent to Aerocuba at the address shown in Paragraph 1 above, or by emailing info@aerocuba.com Notices to Aerocuba are effective upon actual receipt by Aerocuba.

11. APPLICABLE LAW: This agreement is governed by and shall be construed under the laws of the State of Florida.

12. MISCELLANEOUS: Aerocuba reserves the right to amend this agreement without notice to the passenger so long as such amendment is in compliance with applicable governmental regulations or waivers thereof. THE RIGHTS AND REMEDIES MADE AVAILABLE UNDER THIS AGREEMENT ARE IN ADDITION TO ANY OTHER RIGHTS OR REMEDIES AVAILABLE UNDER APPLICABLE LAW; HOWEVER, ACCEPTANCE OF A REFUND FURNISHED UNDER THIS AGREEMENT SHALL CONSTITUTE A WAIVER OF SUCH OTHER RIGHTS AND REMEDIES. PARTICIPANT AGREES THAT UNDER NO CIRCUMSTANCES SHALL AEROCUBA BE LIABLE TO PARTICIPANT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), INCLUDING LOSS OF REVENUE, LOSS OF USE, OR ANTICIPATED PROFITS.

13. INSURANCE: Trip cancellation, health, and accident insurance is available for purchase from third party providers by all passengers. Details of this insurance will be sent to you upon request.

14. INTERNATIONAL FLIGHTS: For international flights, additional restrictions may be imposed by the foreign government involved. If landing rights are denied by a foreign government, the flight will be cancelled; and you will receive a full refund of the applicable portion of your payment.

**AEROCUBA
PUBLIC CHARTER PARTICIPANT AGREEMENT**

PASSENGER AGREES TO ALL TERMS AND CONDITIONS OF THE AEROCUBA PUBLIC CHARTER PASSENGER AGREEMENT. IF PAYING BY CREDIT CARD, PASSENGER ADDITIONALLY ACCEPTS ALL TERMS AND CONDITIONS OF THE CARD ISSUER AGREEMENT.

Passenger Signature: _____

Passenger Name (printed): _____

Date: _____

☐ Check box if you wish to be furnished information about trip cancellation, health, and accident insurance.