



Public Charter Passenger Agreement

Last revised January 3, 2023

When you purchase a seat on a Public Charter flight operated by Southern Airways Express, a contract is made and each party has certain rights and obligations as stated below.

1. General: Southern Airways Express, LLC (“SAE”), 2875 South Ocean Boulevard, Suite 256, Palm Beach, Florida 33480, is the authorized Public Charter operator. The price of the flight, date of travel, origin and destination cities and other conditions are as specified in the applicable SAE-issued itinerary and are incorporated herein by reference. The price includes air transportation and any applicable taxes, fees and charges for travel only; it does not include any ground transportation, accommodations, or services.

2. Reservations and Payment: Flight reservations may be made directly with SAE through its website and call center at www.iFlySouthern.com and 800-329-0485 in the Continental US, or www.MokuleleAirlines.com and (866) 260-7070 in Hawaii. Additionally, reservations may be made through a local travel agent, or through an online travel agency. Travel agencies and other third-party booking sources may charge additional fees that are not controlled, influenced, or collected by SAE.

Full payment is due at the time the reservation is made. If the flight is fully booked when your reservation request is received, payment received by SAE, if any, will be returned within 7 days.

SAE charges a \$20 fee for all reservations booked via its Call Center. This fee is nonrefundable.

The booking process is not complete, no ticket will be issued, and the Passenger will be barred from boarding any flight until the Passenger (or another passenger paying for the Passenger’s travel) electronically or physically signs this agreement. In the event of a telephone sale through an SAE Call Center for which the Passenger pays by credit card, SAE will send a copy of this agreement by regular US mail or electronic mail within 24 hours of accepting Passenger’s credit card payment. The Passenger must physically or electronically sign the agreement and provide their signature page to SAE prior to travel. Such a Passenger is entitled to a full refund if the he or she decides to cancel their reservation after reviewing the agreement.

SAE accepts Visa, MasterCard, Discover and American Express. SAE does not accept cash or checks.

Except as explicitly provided herein, fares and fees are non-refundable. Name changes (change of passenger) to a reservation will incur a fee that will not exceed \$25 in addition to any difference in fare and applicable taxes, fees, and charges.

3. Financial Protection: In accordance with federal regulations, your payment is protected in part by a security agreement between SAE and First Merchants Bank, 32991 Hamilton Court, Farmington Hills, Michigan 48334. Unless you file a claim with SAE, or if SAE is unavailable, with First Merchants Bank, within sixty (60) days after arrival (or in the case of a canceled flight, the intended date of arrival) of the last flight in your itinerary, First Merchants Bank shall be released from all liability to you under the security agreement. In addition, your payment is deposited in SAE’s Public Charter depository (escrow) account at First Merchants Bank. Payment by credit card is subject to refund prior to your acceptance of this agreement.

4. Air Transportation: Flights are operated by SAE using 30-passenger Saab 340 aircraft or 9-passenger Cessna Caravan aircraft. SAE provides air transportation subject to applicable laws, rules, regulations and agreements, and the performance of each flight is subject to issuance of such approvals, clearances, permits and operating authorities as may be required by any government, governmental agency or airport authority for the operation of such flight. SAE reserves the right to substitute another duly-licensed air carrier and/or to change the aircraft type, capacity and routing, and does not guarantee nonstop service. No refund will be provided for such substitutions or changes. Additionally, and subject to the provisions of Paragraph 6 of this contract governing Major Changes, SAE 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 travel on a Public Charter flight. Passengers who travel on scheduled flights will receive the consumer protections applicable to scheduled service. Travel documents issued by SAE are neither endorsable to other carriers nor usable on other routes of the same carrier. Flight dates and times are not guaranteed. Smoking is prohibited on all flights, including all tobacco products and the use of electronic cigarettes. Lithium battery operated devices, including but not limited to electronic cigarettes, mobile phones, and laptop and tablet computers, may not be included in checked baggage but may be included in carry-on baggage or on one’s person. Any spare batteries must be insulated from one other.

Notwithstanding the forgoing or any other terms in this Agreement, the aircraft’s crew members, including but not limited to the Captain, may deny boarding or refuse to transport any Passenger, article of baggage or animal for reasons of flight safety, aircraft performance or other limitation, or for the security, comfort, or safety of the other Passengers on the flight, or if such transportation would violate federal regulations (including but not limited to FAA and TSA regulations) or SAE’s FAA-issued operating manuals.

4.1. Passengers with Disabilities and Special Needs: SAE complies with the U.S. Department of Transportation’s regulation titled “Nondiscrimination on the Basis of Disability in Air Travel” (14 CFR Part 382) and offers special services to assist Passengers with disabilities. These services are described in the contract of carriage documents for each of SAE’s brands.

For flights in the Continental U.S., those services are found in the Southern Airways Express Contract of Carriage, Sections 10 (subsection “Special Medical Requirements”) and 34. For flights in Hawaii, those services are found in the Mokulele Airlines Contract of Carriage, Rules 12 and 13.

These sections and rules are incorporated herein by reference and can be viewed by:

- visiting the Southern Airways Express website at www.iFlySouthern.com/contract-of-carriage/ or calling Southern’s call center at (800) 329-0485,

- visiting the Mokulele Airlines website at www.mokuleleairlines.com/travel-info/policies/ or calling the Mokulele Airlines call center at (866) 260-7070.

Passengers needing special services should request them through the applicable call center at least 48 hours in advance of the departure of their flight. Due to aircraft size, SAE cannot provide transportation to passengers who must travel in/on a stretcher or infants who must travel in incubators or Infant Transport Systems.

Passengers who, because of age, mental or physical condition, disability or impairment that requires 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 a reasonable amount of assistance by SAE employees.

This assistance will be provided in a dignified, safe, professional, and courteous manner. SAE will extend this assistance to all qualified individuals with a disability as defined in 14 CFR Part 382.

If any Passenger requires special assistance, SAE requests that such needs be communicated at the time the reservation is made, or if the reservation is made online, that the Passenger contact the applicable Call Center at least 48 hours prior to the departure of the flight so that the need can be documented in the Passenger's reservation through a Special Service Request and SAE staff can be prepared for the Passenger's arrival at the airport.

4.2. Passengers with Animals and/or Other Special Services: SAE's policies regarding the transportation of service animals, and other animals, in the passenger cabin on its flights are found in the contract of carriage documents for each of its brands.

For flights in the Continental U.S., those services are found in the Southern Airways Express Contract of Carriage, Sections 10 (subsection "Special Medical Requirements") and 34. For flights in Hawaii, those services are found in the Mokulele Airlines Contract of Carriage, Rules 12 and 13.

These sections and rules are incorporated herein by reference and can be viewed by:

- visiting Southern's website at www.iFlySouthern.com/contract-of-carriage/ or calling Southern's call center at (800) 329-0485,
- visiting Mokulele Airlines' website at www.mokuleleairlines.com/travel-info/policies/ or calling the Mokulele Airlines call center at (866) 260-7070.

Except for Major Changes as described below, no refund will be made for services included in the price that are not used. Baggage charges, including excess/overweight baggage fees, unaccompanied minor fees, and change fees are in addition to the airfare.

Please contact the appropriate Call Center for a description of these charges and to arrange such services.

5. Check-In Information: Please refer to your itinerary for check-in information. Passengers must present themselves for check-in at least thirty (30) minutes prior to scheduled departure time unless notified otherwise. If you are not present at the boarding area at least ten (10) minutes prior to scheduled departure you will be considered a "no-show" and your seat may be sold to a standby passenger and/or the flight may depart without you. In such event, SAE shall not be responsible or liable for your transportation. Please refer to Paragraph 6 below for additional information on no-shows.

6. Cancellations by SAE, Price Terms, and Major Changes: SAE reserves the right to cancel a flight for any reason, provided SAE notifies you in writing within seven (7) days after the date of cancellation, 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. **SAE will not cancel a flight less than ten (10) days before departure, except for circumstances that make it physically impossible to perform the flight.** If such a circumstance occurs, SAE will notify you as soon as possible, and if the flight is canceled, SAE will refund all monies within fourteen (14) days. **If SAE makes a pre-departure major change to a flight, you may cancel your reservation within seven (7) days after receiving notification of the major change, but in no event later than departure, and you will receive a full refund within 14 days after canceling.** 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 SAE, 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 of any flight (unless the change results from a flight diversion necessitated by weather conditions at the intended destination or other operational factor); (iii) a price increase of more than ten (10) percent occurring ten (10) or more days before departure; or (iv) if the itinerary purchased from SAE includes hotel accommodations, a substitution of any hotel not named in the SAE-issued itinerary. If a major change occurs, SAE will notify you within seven (7) days after learning of the change, but at least ten (10) days before the scheduled departure. If SAE first knows of a major change less than ten (10) days before departure, SAE will notify you as soon as possible. **If a major change which you are unwilling to accept occurs after departure of your flight, SAE will refund within fourteen (14) days the portion of your payment which applies to the service not provided.**

7. Passenger Cancellations, Changes of Dates, and Refunds: Your right to receive a refund if you change plans is limited. SAE does not offer any refundable fares to the general public. SAE publishes the fare rules for each of its brands on their respective websites and makes these fare rules available through the Global Distribution System for travel agencies and online travel agents.

Regardless of the fare purchased, and the fare rules communicated through any channel, SAE will honor name-change requests on its public charter flights provided there are no other changes to the reservation; a \$25.00 administrative fee will apply.

To request a refund, itinerary change, or name change, call SAE at 800-329-0485 for flights in the Continental US, or (866) 260-

7070 for flights in Hawaii.

8. Baggage Allowance and Restrictions: Baggage rules are determined by the rules of the fare that you purchase. SAE publishes the fare rules for each of its brands on their respective websites and makes these fare rules available through the Global Distribution System for travel agencies and online travel agents.

Unless a customer has made prior arrangements with SAE under a corporate travel program, baggage rules can be found for each brand and fare class by visiting the websites below:

- for flights in the Continental US, www.iflysouthern.com/faq/
- for flights in Hawaii, www.mokuleleairlines.com/travel-info/baggage

In the case of a passenger with a disability, any baggage allowance will include, in addition to baggage allowed under the applicable fare rule, the passenger's mobility aid and/or other disability-related device(s) (except certain devices, such as battery-powered wheelchairs or scooters, that are too large to fit in the baggage compartment of the aircraft operated by SAE cannot be carried). For all passengers, vital medicines including insulin, pills, and other medications may not be included in checked baggage and must be hand-carried by the passenger. SAE will not be liable or responsible for any medical complications or expenses incurred by a passenger because of medications being included in passenger's checked baggage and not available while traveling or thereafter. Any overweight or oversized luggage (larger than suitcase size) will be carried, if at all, subject to aircraft weight and space restrictions and additional charges. SAE accepts as baggage only such personal property as is necessary and appropriate for the wear, use, comfort or convenience of the passenger on his or her trip. SAE will refuse to accept the following articles for transportation unless advance written arrangements have been made with and accepted by SAE: firearms and ammunition; any liquids in baggage or otherwise; any live animals (other than a service animal as determined by an identification card, other written documentation, presence of harness or identifying tag, or the credible verbal assurances of an individual with a disability using the animal). Under no circumstances will SAE accept for transportation in checked or hand-carried baggage, nor may any passenger bring aboard the aircraft, any article constituting or containing a hazardous material. For this purpose, hazardous material (also known as HAZMAT, Dangerous Goods or DG) is defined as any article or substance the transportation of which by air is prohibited, restricted or otherwise affected by any rule or regulation of the US Department of Transportation, including the Pipeline and Hazardous Materials Safety Administration (PHMSA), the US Federal Aviation Administration, or the International Civil Aviation Organization.

9. Air Carrier Liability: SAE's liability for loss, damage or delay of baggage is limited to \$3,800.00. SAE must be notified of all baggage claims promptly upon discovery of the claim. SAE assumes liability only for baggage actually received by SAE from the individual passenger at airport check-in. Except as required by applicable laws or regulations, SAE will not be responsible or liable for injury or loss resulting from the

theft, loss, damage to or delay of valuables included in the passenger's checked baggage, including but not limited to money, negotiable papers, securities, vital medicines, jewelry, silverware, precious metals, sporting equipment, cameras, lenses, radios, electronic equipment or other similar valuables. With respect to passengers on an international journey to, from, or with an agreed stopping place in the United States of America, the Montreal Convention and special contracts of carriage provide that the liability of the air carrier, in the event of death of or personal injury to a passenger, is limited, in most cases, to proven damages not to exceed 113,100 Special Drawing Rights (equal to approximately \$150,000.00 as of July 2022) per passenger, and that this liability, up to such limit, shall not depend on negligence on the part of the carrier. In the case of loss, damage or delay of baggage, the limit is 1,131 Special Drawing Rights (equal to approximately \$1,500.00 as of July 2022). Information on the current value of a Special Drawing Right is available at www.imf.org. To the maximum extent permitted by law, no action shall be commenced for loss of, damage to or delay in delivery of baggage or on any other claim including personal injury or death arising out of, or in connection with, air transportation, or for failure to transport any passenger or baggage, unless notice of the claim is presented to the air carrier within seven (7) days from receipt of baggage in the case of a claim for baggage damage, and within twenty-one (21) days from receipt of baggage in the case of a claim for delay; or four (4) hours of the flight arrival time at the destination city in the case of a claim for lost baggage; or seven (7) days after the alleged occurrence in the case of a claim for personal injury. Further, to the maximum extent permitted by law, in the case of damage to or loss of baggage, or in the case of personal injury or death, an action for recovery of damages shall be barred unless such action is commenced within two (2) years after the alleged occurrence.

SAE participates in interline baggage transfer agreements with multiple carriers ("Interline Partners"), including but not limited to American Airlines, United Airlines and Alaska Airlines.

All flights operated by Interline Partners are subject to the Interline Partner's policies and rules, including but not limited to the Interline Partner's Contract of Carriage.

Pursuant to the policies of our Interline Partners, SAE will not transfer bags to an Interline Partner unless a valid ticket is presented and issued for travel with both SAE and an Interline Partner; likewise, Interline Partners may choose to transfer bags to SAE only if a valid ticket is presented for travel with the Interline Partner and SAE.

10. Responsibility: SAE is the principal and is responsible for providing the flights it offers and operates. In all cases, air transportation is subject to the terms and conditions of the applicable airline's contract of carriage; in the case of scheduled airline service, refer to the air transportation ticket or equivalent document for conditions of contract and notice of incorporated terms, and inquire of the airline for additional details. Passengers have a right to receive a copy of their applicable Contract of Carriage upon request to the transporting carrier; it can also be viewed on the respective carrier's website.

Other carriers and travel suppliers are not agents or employees of SAE but are independent entities over whom SAE has no control. Accordingly, you hereby agree that, except as otherwise provided herein, **SAE is not responsible or liable for any loss, injury, expense, damage to property or personal sickness, injury or death which results directly or indirectly from (a) an act or omission of any air carrier or travel supplier other than SAE, or (b) any other cause or act, of whatsoever nature, beyond the control of SAE.** Except as otherwise specified herein, in the event of non-operation of any flight due to reasons beyond the control of SAE, SAE's sole liability shall be to refund to you that portion of the price allocable to the services not provided. Any deviation from the flight that you initiate is solely your responsibility.

11. Passenger Identification: Before boarding, you must present current and valid government-issued photo identification (such as a driver's license or passport); the name shown on the identification should match your name as it appears on the passenger reservation list. For international travel, in addition to an unexpired passport, one or more visas may be required depending on the passenger's nationality and the destination(s) of the flight. Regardless of destination, each passenger is responsible for obtaining all necessary travel documents (passport, visa, tourist card, immunization certificate and any other documents as required) and for complying with the laws of each country from, through or to which he/she receives transportation. **Failure of a passenger to possess valid and unexpired travel documents may result in denial of boarding with no refund.**

12. Notices: All communications should be sent to SAE, Attn: Customer Care, at the address shown in Paragraph 1 above or by email to customercare@iflysouthern.com. Notices to SAE

are effective upon actual receipt by SAE.

13. Security Screening: Passengers and/or their baggage may be 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 SAE, and with or without the passenger's presence, consent or knowledge. Neither SAE nor its employees or agents are liable for any damage, loss, delay, refusal to transport, confiscation of property, injury or other harm relating to or arising out of security screening or Passenger's failure to submit to or comply with such security screening.

13. Miscellaneous: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to its conflicts of law principles. SAE reserves the right to amend this contract without notice to the passenger so long as such amendment complies with applicable governmental regulations or waivers thereof. In the case of international flights, additional restrictions may be imposed by the foreign government(s) involved. The rights and remedies made available under this contract are in addition to any other rights or remedies available under applicable law; however, acceptance of a refund furnished under this contract shall constitute a waiver of such other rights and remedies.

14. Insurance: Trip cancellation, health, and accident insurance is available for purchase by passengers and is recommended. SAE does not provide or offer insurance. Passengers interested in such insurance may go to travelinsurance.com for detailed information and costs. [Travelinsurance.com](http://travelinsurance.com) is not affiliated with or controlled by SAE.

Signature: Passenger agrees to all terms and conditions of the Southern Airways Express - Public Charter Passenger Agreement. If paying by credit card, passenger additionally accepts all terms and conditions of the card issuer agreement.

Date: _____ Passenger Signature: _____

Passenger Name(s) (printed): _____

Where one passenger pays for a group consisting of two or more passengers, the full names of all such passengers must be listed above. The Southern Airways Express - Public Charter Passenger Agreement is binding on all passengers listed, although only the passenger making payment is required to sign where indicated above.