

Contract of Carriage – Dash Air Shuttle, Inc

Contact of Carriage – Dash Air Shuttle, Inc Update: January 10, 2023

Transportation by Dash Air Shuttle, Inc. d/b/a Dash (“Dash”) is subject to the terms and conditions contained in this Contract of Carriage, in addition to any terms and conditions printed on or in any ticket, ticket jacket, web site or ticket receipt. To the extent there is a conflict between this Contract of Carriage and any terms and conditions printed on or in any ticket, ticket jacket, web site or ticket receipt, this Contract governs. By purchasing a ticket or accepting transportation, each Guest agrees to be bound thereby. A copy of this contract may be obtained from any Dash airport ticket counter or city ticket office, through calling our Guest Service Center at 206-558-2500, by accessing our web site at www.flydashair.com or by contacting Dash at 14900 Interurban Ave South, Ste 271 Tukwila, WA 98168 (Attn: Guest Care).

Table of Contents

1. Definitions
2. Applicability & General Terms
3. Guest Care
4. Baggage and Claims
5. Acceptance of Guests
6. Cancellation of Reservations
7. Fares
8. Tickets and Seat Assignments
9. Travel Documents
10. Refunds
11. Services to Mitigate Inconveniences Resulting From Flight Delays, Schedule Change, Re-routings and Diversions
12. Denied Boarding
13. Substitute or Other Transportation
14. Screening of Guests and Baggage
15. Consent to Use Personal Data
16. Remedies for Violation of Contract
17. Right of Dash to Change the Terms

1. Definitions

- a. Darwin:** Darwin Travel Technologies - where fares and fare rules for all Dash fares are published.
- b. Baggage:** Personal property of a Guest as is necessary or appropriate for the wear, use or convenience of the Guest in connection with the trip. Baggage includes Checked Baggage, Gate-Checked Baggage, Personal Items, and any other personal property accompanying the traveling Guest.
- c. Dash:** Trade name of Dash Air Shuttle, Inc. under which the company does business. Flights are operated by Backcountry Aviation under FAR Part 135 regulations restricted to intrastate operations within Washington.
- d. Checked Baggage (“Checked”):** Any article or other Guest property (excluding Gate Checked Baggage and Personal Items) that is taken into the custody of and accepted by Dash for transport
- e. CRS:** Child safety restraint system, such as an infant- or child-safety seat.
- f. Guest:** Any person holding a confirmed reservation for travel with the consent of Dash.
- g. Excess Baggage:** Any Checked bag, Gate-Checked bag or Personal Item that causes a Guest to exceed the Standard Bag Allowance (as defined in that Section) in number, size and/or weight, but which is not overweight/oversized.
- h. Excess Bag Fees:** Fees which apply to Excess Baggage. Examples are fees for 2nd Checked bag or fees for a 1st Checked bag that is between 51 and 70 lbs.
- i. FAA:** Federal Aviation Administration.
- j. Flight Coupon:** A portion of the ticket that indicates travel points between which the coupon is valid for Guest carriage
- k. Force Majeure Event.** This term includes –
1. Any condition beyond Dash’s control (including but without limitation, meteorological conditions, acts of God, airport traffic congestion and delays, riots, embargoes, hostilities, or unsettled international conditions whether actual, threatened or reported) or because of delay, demand, circumstances, or requirements due, directly or indirectly, to such condition.
 2. Any labor dispute affecting Dash’s service
 3. Any government regulation, demand or requirement

4. Any shortage of labor, fuel or facilities of Dash or others; or
5. Any other fact not reasonably foreseen, anticipated, or predicted by Dash.

l. Gate Checked Baggage (“Gate-Checked”): Baggage, small enough to be cleared through airport security screening, which is brought to the departure gate by the Guest and then taken into the custody of and accepted by Dash for transport.

m. Itinerary: Route of a Guest’s journey

n. LEO: Law Enforcement Officer

o. Non-Ambulatory Guest: Guests who are unable to walk or move without the support of another person, but who are otherwise capable of caring for themselves without assistance throughout the flight are non-ambulatory. A Guest who uses a wheelchair for convenience is not considered non-ambulatory nor is a child or infant merely because of that child’s age. If a Guest can move himself/herself from his/her seat to the nearest emergency exit and ascend and descend the aircraft stairs without the aid of another person, the Guest is not considered to be non-ambulatory, regardless of the degree of impairment.

p. No-Show: When a Guest fails to honor a segment of his or her travel and fails to contact Dash in advance of departure time to inform Dash that he or she will not be on the flight.

q. Personal Item: Any small article or other Guest property which is presented for transport and constitutes a part of the Guest’s baggage allowance. Depending upon the aircraft and the size of the item, Personal Items may be permitted to be carried on board the aircraft, carried to the aircraft by the Guest and stowed by a Dash agent into the designated baggage compartments prior to boarding, or carried on the Guest’s person. Examples include purses, briefcases, and electronic devices.

r. Pet: The usual connotation of live domestic animal companion

s. Oversold Flight: A flight where there are more Guests holding valid confirmed reservations than seats available (excluding seats reserved or held for crewmembers or other on-duty Dash personnel performing company-required duties).

t. Qualified Individual with a Disability: 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, pursuant to 14 CFR 382.5.

u. Schedule Change: A planned change in advance of the departure date that does not arise from a unique event such as a Schedule Irregularity or Force Majeure Event.

v. Schedule Irregularity: This term includes –

1. Delay in a scheduled departure or arrival of a Dash flight, including delays which result in a misconnection:
2. Flight cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a Dash flight which may or may not result in a misconnection;
3. Schedule changes that require re-routing of the Guest at departure time, because prior notice of such schedule change had not been given to the Guest prior to the Guest's arrival at the airport for check-in on the original flight.
4. Schedule Irregularity does not include Force Majeure events as defined herein.

w. Service Animal: A dog, regardless of breed or type, that is 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. The definition for purposes of this Contract also includes a trained animal accompanied by its handler that assists law enforcement officers in the search of contraband, explosives, or other items, or which provides assistance with rescue efforts.

x. Service Animal Handler: A Guest in air transportation who is a qualified individual with a disability who receives assistance from a service animal(s) that does work or performs tasks that are directly related to the individual's disability, or a third party who accompanies the individual with a disability traveling with a service animal such as a parent of a minor child or a caretaker

y. Smart Bags (or Smart Luggage): A Smart Bag is any Checked bag, Gate-Checked bag, or Personal Item which contains one or more lithium batteries and may include one or more of the following features:

1. Lithium ion battery and motor allowing it to be used as a personal transportation device which does not meet the criteria of a mobility device.
2. Lithium ion battery power bank that allows charging of other electronic devices,
3. GPS tracking devices,
4. Bluetooth, RFID and Wi-Fi capability
5. Electronic baggage tags,
6. Electronic locks
7. Lithium ion battery, motor and tracking devices (GPS) allowing the bag to self-propel.

z. Reroute: To honor a ticket, or reissue a ticket for a different routing than originally shown on the ticket

aa. Routing: The carrier(s) and/or the cities and/or class of service via which transportation is provided between two points

bb. Ticket: The record of agreement, including paper and electronic ticket forms ("E-ticket") and ticketless itinerary forms, for the carrier(s) to provide transportation and related services under certain terms and conditions to the Guest named on such record and in accordance with applicable governing tariffs and regulations.

cc. Washington: Includes all communities within the State of Washington, USA

2. Applicability and General Terms

a. General. The terms and conditions contained in this Contract of Carriage shall govern the application of all fares, rates, and charges published by Carrier and will apply only to Carrier's routes and services. No agent, servant, or representative of Carrier has authority to change or waive any provision of this Contract of Carriage unless authorized by a corporate officer of Carrier.

b. Interstate Operating restrictions. Section 41101 of Title 49 of the U.S. Code prohibits the holding out or the provision of interstate air transportation unless a carrier has economic authority from the Department in the form of a certificate of public convenience and necessity or an exemption from the certificate requirement. In addition to being a violation of 49 U.S.C. § 41101, holding out or providing air service without economic authority is in violation of 49 U.S.C. § 41712, which prohibits unfair and deceptive trade practices and unfair methods of competition. Since Dash does not hold a certificate of public convenience and necessity, it is restricted by law to intrastate operations under the jurisdiction of the FAA within Washington State. This includes promoting and facilitating interstate travel on other airlines and marketing outside Washington.

b. Applicable Laws. This Contract of Carriage is subject to applicable treaties, laws, regulations, rules, and security directives imposed by government agencies. In the event of a conflict, mandates of governmental authorities will prevail.

c. Limitations in Liability/Damages. Unless specifically stated otherwise herein or required by law, Dash is not liable for any consequential, compensatory, indirect, incidental or punitive damages arising out of or in connection with the performance of its obligations under this contract of carriage.

d. Modification of Terms. No employee or agent of Dash has the authority to modify or waive any provision of this Contract, unless authorized by the President, or other authorized representative of the company.

e. Monetary Amounts. When included, all monetary amounts, unless otherwise specified, appear in U.S. dollars.

f. Severability/Waiver. The invalidity of any provision herein by law will not affect the validity of any other provision which will remain in full force and effect. If Dash fails to enforce any of the sections of this Contract of Carriage or fails to exercise any election, such failure will not be

considered to be a waiver of those provisions, rights or elections or in any way affect the validity of the Contract of Carriage.

g. *Headings and Titles.* Headings and titles used in this document are for convenience and not meant to be used to construe or alter contract terms

3. Guest Care

Dash is committed to providing an effortless, efficient, and enjoyable experience. Whether you have a complaint or a comment, we appreciate your time in giving us the opportunity to understand your needs. We will acknowledge receipt of any complaint from you in writing within 30 days of receiving that communication. Your complaint will be addressed as soon as possible, but no later than 60 days after receipt. Please feel free to contact our Guest Care office by email to info@flydashair.com or by mail to Dash Guest Care, 14900 Interurban Ave S, Suite 271, Tukwila, WA 98168. If a third-party submits a complaint on behalf of a Guest, the third party must provide evidence along with the complaint that it has the authority to act on the Guest's behalf. Evidence of authorization shall include a signed letter from the Guest or an executed power of attorney authorizing the third party to act on behalf of the Guest. Third parties must submit this evidence of authorization along with the complaint. Dash will not reply if evidence of third-party authorization is not provided or if Dash determines in its sole discretion that the evidence is incomplete or insufficient.

4. Baggage and Claims

a. General. Baggage will be accepted for transportation from ticketed Guests only. Dash will not accept baggage whose size, weight or character makes it unsuitable for transportation on the aircraft, or when the property cannot be accommodated without harming or annoying Guests, as determined by Dash. All baggage is subject to inspection. Government safety and security regulations apply to Dash's carriage of baggage.

b. Baggage Allowance.

1. Standard Bag Allowance. For each ticketed Guest, Dash will transport the following. For fees that may apply, please see Baggage Fees, Exemptions and Allowance
Applicability: "1 + 1 + 1" General Rule. 1 Checked bag not to exceed 50 lbs. or 62 linear inches (length + width + height = 62") plus 1 Gate-Checked bag sufficiently small and lightweight to be cleared through airport security screening not to exceed 45 linear inches (length + width + height = 45") plus 1 Personal Item (e.g. small purse, briefcase, electronic device) not to exceed 36 linear inches (length + width + height = 36").

- Most Dash aircraft do not contain storage space under the seat or overhead in which to safely stow in-cabin items. Accordingly, most Personal Items must be carried to the aircraft by the Guest and stowed by a Dash agent into the designated baggage compartments prior to boarding.

2. Assistive and Related Devices. In addition to the Standard Allowance, the following will be transported, in accordance with policies herein and subject to aircraft-specific physical constraints. free of charge:

- a) A wheelchair meeting the requirements of the Company's FAA-approved operating procedures stated under section "Wheelchairs and Other Assistance Related Devices,
- b) A cane, walking stick, crutches or other assistive devices.
- c) An infant or child-safety seat. For use on-board please see "Wheelchairs and Other Assistance-Related Devices" for requirements.
- d) A collapsible stroller, folding wagon and/or diaper bag.
- e) Compliant Portable Oxygen Concentrators or other related devices

Please note: Pack 'n' plays, collapsible cribs and other similar products are not considered transportation devices and are not part of this additional allowance. Guests who bring them to the airport will need to check them as part of their checked baggage allowance, subject to all baggage requirements and restrictions contained in this Contract of Carriage.

3. Child and Infant Baggage Allowance. A child's baggage allowance is the same as that for an adult Guest. A child traveling as an "infant" as defined by the fares and tariffs is not allocated baggage allowance in addition to that allocated to the accompanying adult Guest, unless the infant is traveling on a paid ticket for a confirmed seat or, in accordance with the rules herein, our partner airline policies apply and include an allowance.

4. Excess Baggage. For each ticketed Guest, Dash will transport the following. For fees that may apply, please see Baggage Fees, Exemptions and Allowance Applicability:

a) General. Subject to available space and additional fees, up to two (2) additional bags per Guest (e.g. 2nd and 3rd Checked bag). Any Checked bag, Gate-Checked bag or Personal Item that causes a Guest to exceed the Standard Bag Allowance in number, size and/or weight, but which is not overweight/oversized, is "Excess Baggage". All Excess Baggage is carried on a space available basis and is subject to Excess Bag Fees. b) Fees are Cumulative. Any bag that is Excess because it exceeds the number of bags permitted as Standard Bag Allowance and/or the weight or size will be subject to cumulative Excess Bag Fees.

5. Overweight/Oversized Bags. Baggage compartment constraints of the aircraft may restrict the weight or the size of the individual bags that may be accepted for travel.

Baggage that is **not accepted for travel** pursuant to this section is as follows:

a) General. Individual bags that exceed 70 lbs. in weight or that exceed 62 linear inches (length + width + height = 62") in size. For general guidance for planning purposes, although there are exceptions for unusually shaped items (see below within this section) most large bags are 30" x 20" x 12" (62 linear inches) and are the maximum size we accept due to the size of the baggage compartments and compartment openings of these aircraft.

b.) Unusually-Shaped Objects. Unusually shaped objects may exceed the capacity of the aircraft baggage compartments. Bicycles, surfboards, canoes, kayaks and other such large pieces of sporting equipment exceed the capacity of the compartments and are not accepted for transport.

6. Special Items Carried in Lieu of Standard Bag Allowance Checked Bag. These items can be accommodated as Checked baggage in our smaller aircraft despite their size or unusual character or shape.

a.) Acceptance. One special item will be accepted per Guest in lieu of the one (or, first) Checked bag permitted per the Standard Bag Allowance. If the Guest is also checking a bag, this item will be carried as Excess Baggage (i.e. space available). If there is more than one of these special items, or if a special item exceeds the size and weight limitations below, the item will be carried as Excess Baggage (i.e. space available). No special item may exceed the Overweight/Oversize limitations in this Section except as specifically provided below.

b.) Bag Fee. If the special item is being carried in lieu of the one (or, first) Checked bag, the first Checked bag fee applies, if any. For all other special items, Excess Bag Fees apply and are cumulative subject to Excess Baggage rules in this Section.

c.) Special Items for Transport. Each of these items is further subject to other requirements such as Dash's Restricted Articles and TSA Regulations. Please note: some limitations may include linear inch constraints (length + width + height) while others, maximum length constraints, all which vary based on the size of the bin and access door.

- **Archery** equipment in hard-sided case (one bow case containing bows, one quiver with arrows and one maintenance kit of sufficient strength to protect items): Maximum length 70 inches
- **Antlers** or animal horns, free of residue to the degree possible, with skull wrapped and tips protected: Maximum 15" x 30" x 45
- **Coolers** (small) containing dry ice – Maximum 50 lbs. and 42 linear inches
- **Duty-free bags** – Maximum 50 lbs. and 42 linear inches

- **Fishing** equipment (rods, reels, landing net, tackle box) encased in a suitable container all considered as “one special item”: Maximum length 70 inches
- **Golf clubs:** one ‘Sunday Bag’ with a total weight of 25 lbs. or less may be carried per passenger in addition to the standard baggage allowance. This is a lightweight nylon bag holding approximately 6 clubs. Maximum 62 linear inches.
- **Hockey/Lacrosse Sticks/Curling Brooms (“Sticks”)** – Up to two Sticks taped together plus one sports bag will be considered “one special item” for purposes of this Section: Maximum 50 lbs., Maximum length 70 inches
- **Scuba** equipment consisting of empty scuba tank (with valve stem removed as required by TSA) and dive gear. For non-TSA screened flights, scuba tank must be decompressed to below 29 PSIG. Note: For rebreather equipment, soda lime must be 4% Sodium Hydroxide or less.
- **Skis** (snow/water) and Snowboards –Up to two pairs of snow skis in one bag plus one ski boot bag will be considered “one special item” for purposes of this Section: Maximum length 70 inches
- **Tool Kits** – Maximum 50 lbs. and 42 linear inches

d.) Dash is not liable for damage to special items that are not properly protected and appropriately packed for transport.

7. Boxes and Large Containers. Boxes and large containers which hold personal effects are carried as “Excess Baggage.” All boxes and containers are further subject to other requirements such as Dash’s Restricted Articles and TSA Regulations Boxes and large containers are carried space available and must not exceed 50 lbs. or 42 linear inches (length + width + height = 42”). Maximum 2 per Guest. Excess Bag Fees apply.

8. Embargoes. Additional seasonal or route-specific baggage restrictions, or “embargoes,” may also apply at any point in time.

9. Musical Instruments. Dash accepts on board musical instruments of any size, character or shape so long as the size and weight limitations of the aircraft and aircraft

compartment are not exceeded. Musical instruments are carried under the same terms and conditions (including fees, if any) as any other baggage.

c. Baggage fees and exceptions

1. Baggage Fee Summary Chart. For a definition of which of the below fees are also considered “Excess Bag Fees”, as their applicability is described within this Contract of Carriage, see the Definitions Section or the Section on Excess Baggage. Assistive devices, such as mobility devices, strollers, portable oxygen concentrators (POC), child safety seats and more are always free. Check for more information on any requirements which may apply in this Contract of Carriage.

Item	Promo/Standard/		
	DashTix	Plus	Flex
Carry-out or Personal Item	Free	Free	Free
Gate Checked Bag	Free	Free	Free
1st Checked Bag			
0 - 50 lbs	Free	Free	Free
Oversized	+\$25	+\$25	+\$25
2nd Checked Bag			
0 - 50 lbs	\$50	\$25	Free
Oversized	+\$25	+\$25	+\$25
3rd Checked Bag			
0 - 50 lbs	\$75	\$50	\$25
Oversized	+\$25	+\$25	+\$25

2. Exemptions from Baggage Fees. The following are exempt from ALL baggage fees levied by Dash.

Active Reserve, Guard or retired military personnel holding a Veteran’s ID Card, including registered dependents with Dependent ID Card

d. Conditions of Checked Baggage and Baggage Procedures

1. Must Present Valid Ticket for Transportation. Before Dash will accept baggage to be checked, carried on board, or stowed in any baggage compartment, the Guest must present a valid ticket for transportation on Dash. Dash has the right to refuse to transport baggage on any flight other than the one carrying the Guest.

2. Must Observe Check-In Times. Baggage must be checked in at the airport sufficiently in advance of flight departure to allow for airline, airport and, when applicable, TSA and other government processing. See guidelines in Section entitled "Airport Show Times & Re-check Requirements". If a Guest does not present his or her baggage for check-in within sufficient time to allow for normal handling procedures for that airport, Dash may accept the baggage, but in no event will be responsible for any loss that arises from the delay in delivery of the baggage to the destination airport.

3. Identification and Items of High Personal Value. All Checked baggage must have, at a minimum, name identification on the outside. It is recommended to include contact information for both origin and destination (e.g. cell phone number) on the outside and inside of the baggage. Dash also recommends that Guests maintain on their person certain small but high value or high personal value items such as travel documents, medicines, money/credit cards, keys, or jewelry. It is important to remember not to lock Checked baggage, as required by Federal regulations.

4. Carriage on Dash Flights and Connections. Checked and Gate-Checked baggage will generally be carried on the same aircraft as the Guest unless such carriage is deemed impractical by Dash. This impracticability includes baggage which exceeds total compartment or weight parameters for the aircraft when taking into account all Guests on board. In this event, Dash will determine in its sole discretion which baggage will be carried on board with the Guest and arrangements will be made to transport the surplus baggage on the next flight or section on which space is available. Cabin baggage space is relatively limited on regional aircraft, like those operated by Dash. Guests who arrive at a Dash gate with bags that exceed the parameters for Personal Items must check these bags at the gate prior to boarding the flight. Furthermore, operations, security directives or other safety considerations may limit the allowable Personal Items on a specific flight. Dash reserves the right in its sole discretion to determine the suitability and place

of storage for any items to be carried in the aircraft. Dash may refuse to transport any baggage that the Guest refuses to submit for inspection.

5. Claiming Baggage. Only the holders of the baggage claim check may claim Checked and Gate-Checked baggage. Dash is not responsible for determining that the holder of the claim check is entitled to the baggage. If baggage claim checks are lost, proof of ownership may be required prior to release of the baggage. Acceptance of baggage by the bearer of a claim check without filing a written complaint will constitute evidence of delivery by Dash of the Guest's baggage with all original contents in good condition.

e. Limits of Liability for Baggage Including Fragile or Perishable Goods

1. General. The following provisions apply.

2. Checked and Unchecked Baggage. Liability for loss, delay, or damage to Checked baggage, Gate-Checked baggage, or any Baggage or Personal Item which is taken into custody by Dash, is limited to the fair market value at the time of the loss, damage or delay and will not exceed (except for wheelchair and other assistive devices) \$500 per Guest. Dash assumes no responsibility or liability for loss or damage to unchecked Personal Items unless the loss or damage occurred while in the sole custody of Dash or was caused by the sole negligence or willful misconduct of Dash.

3. Fragile, valuable, perishable, and other items not suitable for transport. Dash recommends that you do not pack fragile, high-value or perishable items in your Checked or Gate-Checked baggage. If you choose to pack fragile, high-value or perishable items in or as Checked or Gate-Checked baggage, Dash is not liable for the loss of, damage to, or delay in delivery of such items.

Dash is not liable for damage to a Guest's Personal Item or in cabin baggage that contains fragile, valuable, or perishable items, unless damage occurred while in the sole custody of Dash. Guests are responsible for all damage caused by their property, whether such damage is to their own property or to some else's property.

Fragile, valuable, and perishable items include, but are not limited to, antiques; antlers; artifacts; books; cellular phones; collectibles; computer equipment; documents; electronic equipment; fragile articles; gift cards; glassware; heirlooms; irreplaceable items; jewelry; keys; money; silverware; negotiable papers; optical equipment and eye/vision devices; perishable items; photographic equipment or items; pottery; prescription medication; samples; securities; sound reproduction equipment; timepieces;

tents and sleeping bags made of cloth, plastic, vinyl or other easily torn material and/or those having aluminum frames; tools; works of art; or, other similar valuable items and commercial effects included in Checked and Gate Checked baggage with or without the knowledge of Dash.

4. Limited Release Tags. Dash has the right to refuse to accept baggage that does not meet the standards in this Contract of Carriage. In cases where Dash accepts baggage for transport under the condition that the Guest agrees to have affixed to the baggage a limited release tag, the Guest is hereby on notice that Dash is not liable for any damage, loss or delay to such baggage.

5. Normal Wear and Tear. Dash is not liable for minor damage such as scratches, scuffs, stains, dents, cuts and dirt resulting from normal wear and tear. For clarification purposes, damage beyond normal wear and tear to specific parts of baggage, such as wheels, straps, zippers, handles, and protruding parts, is not excluded from liability.

6. Unclaimed Bags. Dash is not liable for baggage not claimed by the Guest immediately upon arrival.

f. Claims Restrictions, Including Time Requirements for Reporting or Filing Claims.

1. General. Dash assumes responsibility only for those claims arising from transportation of baggage over its own routes. All claims are subject to proof of actual loss by the Guest. Actual value for reimbursement of lost or damaged property shall be determined by the documented original purchase price. This may be demonstrated through presentation of original purchase receipts or evidence of actual value. All bag fees paid for lost bags that are not subsequently found will be refunded. All claims will be accepted for review by the appropriately trained personnel regardless of whether any employee of Dash believes that the claim will or will not result in reimbursement. Every Guest has the right to submit a claim. No action shall be maintained for any loss, damage, delay or pilferage of Checked or Gate-Checked baggage, or any Personal Item, unless appropriate notice is given in accordance with this section. If notice is not given in accordance with this section or legal action is not commenced within one year from the date of the incident, any such claims will be considered waived.

2. Carriage Limitations and Claims Restrictions. Lost, delayed, or damaged baggage must be reported to a Dash Guest service agent within four (4) hours of the arrival of the flight on which the loss, damage or delay is alleged to have occurred. The failure to give

such preliminary notice, absent extraordinary circumstances, will result in waiver of the claim. Any claim for loss, damage or delay must be submitted in writing within thirty (30) days of the relevant flight. Failure to file a written claim within the time period specified, absent extraordinary circumstances, will result in waiver of the claim.

g. Delayed Bag Delivery and Interim Expenses.

1. General. Dash strives to deliver Checked and Gate-Checked baggage to our Guests in the baggage claim area in a timely and efficient manner; that is, so that it arrives before or at the same time as the Guest. When on occasion a bag is delayed or misplaced, we will make every reasonable effort to locate and return the bag within 24 hours or less using a comprehensive system and process to track missing baggage and to communicate with affected Guests.

2. Delivery of Delayed Bag. General. If Checked or Gate-Checked baggage (excluding Checked baggage that is "Excess Baggage" pursuant to the terms herein) does not arrive before or at the time the Guest arrives, Dash will deliver such Checked or Gate-Checked baggage to Guests. (For clarification purposes, please note that Excess Baggage which is accepted and carried subject to space availability on the aircraft is not guaranteed a delivery time and, as a result, is not eligible for delayed delivery by Dash.) Dash will strive to deliver baggage covered by this section in a timely and efficient manner, but delivery times may vary with destination because of third party vendor availability, traffic and other reasons. This delivery may be by Dash or by an authorized agent contracted at Dash's expense to provide such bag delivery. In some cases, it may be more expeditious for Guests to return to the airport to claim their baggage and, in this case, Guests may certainly choose to pick-up their bags at their own transportation expense in lieu of delivery.

3. Interim Expenses. Guests are entitled to reasonable interim expenses resulting from delayed bags. (For clarification purposes, please note that baggage accepted and carried subject to space availability on the aircraft is not guaranteed a delivery time and, as a result, is never a delayed bag for purposes of this provision.) Guests must present receipts for all reasonable expense reimbursements incurred. Reasonable expenses generally are \$75 per day for the first few days the bag is delayed. These guidelines for reasonable expenses are NOT daily limits or a cap and additional expenses may be incurred; in such a case, the additional expenses will be handled on an individual basis

up to the limits of liability stated within this Contract of Carriage. If the delayed bag becomes a claim for which monetary compensation is appropriate in accordance with this Contract, interim expenses advanced for the initial delay will be deducted from the claim's settlement total. Interim expenses are not available as an additional remedy for bags which are lost or damaged and for which such a claim is reported and processed, without regard to whether the claim results in compensation in accordance with this Contract.

h. Restricted Articles.

1. General. Many items used every day at home or work are regulated as Hazardous Materials (aka "hazmat" or "dangerous goods.") These products may seem harmless; however, when transported by air they can be dangerous. Vibrations, static electricity, and temperature and pressure variations can cause items to leak, generate toxic fumes or even start a fire.

Federal law prohibits hazardous materials from being included in Checked baggage, Gate-Checked baggage or in any Personal Item. There are a few exceptions for some common personal care items when carried in limited quantities (such as hairspray, perfume and nail polish), medicines, battery-powered electronics and assistive devices. Please refer below for more information on specific restricted items and any requirements and limitations that apply to the handful of exclusions for select Personal Items. The list of restricted items in this section is not comprehensive. If you have a question about a particular item that is not listed, please contact our Reservations Office for further guidance.

TSA regulations, customs authorities and other regulators also have rules on prohibited items and may impose additional restrictions, limitations and/or fees beyond those mentioned herein.

2. Hazardous Materials – Generally. Other than exceptions permitted pursuant to 49 CFR 175.10 (these exceptions further limited in some cases due to our aircraft size or type, or because of limitations within our FAA-approved operations manuals), any articles deemed a hazardous material pursuant to DOT Hazardous Materials Regulations (49 CFR 171 – 180) and/or the IATA Dangerous Goods Regulations and revisions and reissues thereof are not accepted for transport on Dash. The carriage of hazardous materials aboard Dash aircraft in your baggage or on your person is a violation of

Federal Law with penalties of up to five (5) years imprisonment and fines of up to \$500,000. Hazardous materials include, but are not limited to, explosives, compressed gases, flammable liquids and solids, oxidizers, toxic and infectious substances, poisons, corrosives and radioactive materials. Examples of these prohibited items include:

- a.) Fireworks and flare guns
- b.) Propane tanks
- c.) Spray cans
- d.) Defense sprays including pepper spray
- e.) Fuel (of any type and in any form)
- f.) Oil-based Paint
- g.) Flammable glues including rubber cement and some "super" glues
- h.) WD-4
- i.) Lighter fluid
- j.) Strike-anywhere matches
- k.) Anything which has contained fuel at any time, regardless of being emptied and cleaned. This includes but is not limited to Camping devices (such as lanterns, stoves and heating equipment which use liquid fuel, propane, butane or similar), Motorcycle or Car parts, Generators, and Gas-powered tools or toys. These items are prohibited unless new, unused in original packaging, contain no battery, and have never contained fuel of any type or in any form. (Exceptions: one personal, disposable lighter/matchbook and one cordless butane-fueled curling iron, so long as these items are not carried in any Checked or GateChecked baggage, or stowed in any external baggage compartment of the aircraft)
- l.) Most self-inflating devices
- m.) Oxygen bottles
- n.) Insecticides
- o.) Household cleaners such as bleach and drain, oven and bathroom cleaners

3. Personal Electronic Devices (“PEDs”).

a.) General. Most consumer portable electronic devices intended for personal use are permitted in Checked bags, Gate-Checked bags or as Personal Items including cell phones, electronic games, tablets, laptops and cameras. Batteries for these devices typically do not exceed the limitations for carriage (see section regarding Batteries below). **Note there are important exceptions including, but not limited to, Electronic Cigarettes and Hoverboards.**

b.) Although PEDs are permitted in Guest’s baggage, use of these devices is restricted, as governed by the FAA. 032921 21

- All PEDs must be turned “OFF” from gate to gate, while the aircraft is in transit. This includes, but is not limited to, cell phones, electronic games, tablets, laptops, cameras which do not meet the exception for Approved PEDs in this section, and portable music devices.
- Cell phones must be “OFF” while boarding and deplaning via the airport ramp leading to or from the aircraft.

c.) Approved PEDs for Use Onboard At All Times, with No Restrictions

- Small cameras which do not transmit or use Bluetooth (flash is prohibited)
- Hearing aids, pacemakers, and other approved electronic medical devices
- One-way pagers (capable of receiving signals only)
- Electronic / digital watches

d.) Prohibited PEDs Not Approved for Use at ANY Time Onboard

- AM/FM transmitters and receivers (including televisions and radios)
- Bluetooth devices and accessories (e.g. wireless mice, keyboards, headphones)
- Electronic, simulated smoking materials (e.g. cigarettes, pipes, cigars)
- Personal air purifiers
- Remote control devices or toys
- Two-way communication devices (unless otherwise permitted pursuant to this section)
- Portable oxygen concentrators (POCs)

4. Electronic Cigarettes (E-cigarettes).

a.) Due to their potential to overheat or cause fire when activated, as determined by the FAA and ICAO, electronic cigarettes, personal vaporizers or any battery-powered

portable electronic smoking device (“E-cigarettes”) are not permitted in any Checked or Gate-Checked baggage, or in any external baggage compartment of the aircraft. Please inform a Dash agent if you have e-cigarettes in any of your Baggage.

b.) Use of e-cigarettes onboard the aircraft remains prohibited at all times.

c.) Recharging of the e-cigarettes and/or the batteries on board the aircraft remains prohibited at all times.

d.) E-cigarettes carried onboard must not exceed a Watt-hour rating of 100 Wh.

5. Batteries (Lithium/Non-Lithium) – When Installed in Devices to be Transported.

When installed in devices intended for use, batteries are permitted so long as the following requirements are met. EACH battery must meet the following:

a.) General. For lithium metal batteries, must not exceed a lithium content of 2 grams

- Exception for Portable Medical Electronic Devices: May exceed 2 grams but not 8 grams.

b.) General. For lithium ion (rechargeable) batteries, must not exceed a Watt-hour (Wh) rating of 100 Wh.

- Exception when used to power Mobility Aids for disabled Guests. See Wheelchairs and Other Assistive-Related Devices.
- Exception for Portable Electronic Devices: May exceed 100 Wh but not 160 Wh.032921 22

c.) Requirements for all Installed Batteries

- Battery terminals must be protected from short circuits (e.g. enclosed within a battery housing)
- Battery must be securely attached to the device; and
- Electrical circuits are isolated (e.g. physically broken or interrupted) to prevent accidental activation PROHIBITED AT ALL TIMES: Because of the risk of igniting, the below Lithium Battery-Powered Devices are NEVER accepted for transport on any Dash flight under any conditions:
 - Damaged devices
 - Devices subject to a safety recall
 - Devices Identified by the manufacturer as having a safety defect; and
 - Self-Balancing Recreational Mobility Devices (“hoverboards”).

6. Spare Batteries (Lithium/Non-Lithium). Lithium and non-lithium dry batteries not installed in a device and carried as spares for personal use are permitted so long as the following requirements are met. Because batteries present a risk of both igniting and fueling fires in aircraft cargo/baggage compartments, spare batteries are not permitted in any Checked or Gate-Checked baggage, or in any external baggage compartment of the aircraft. Please inform a Dash agent if you have any spare batteries (especially lithium batteries) in any of your Baggage.

EACH battery must meet the following:

a.) General. For lithium metal batteries, must not exceed a lithium content of 2 grams.

- Exception for Portable Medical Electronic Devices: No more than (2), each permitted to exceed 2 grams but not more than 8 grams.

b.) General. For lithium ion (rechargeable) batteries, must not exceed a Watt-hour (Wh) rating of 100 Wh.

- Exception when used to power Mobility Aids for disabled Guests. See Wheelchairs and Other Assistive-Related Devices.
- Exception for batteries which are greater than 100 Wh. No more than (2) and each battery may exceed 100 WH but not 160 Wh.

c.) Requirements for all Spare Batteries

- If uninstalled from a device for transport, battery must be removed by the user in accordance with manufacturer's instructions
- Terminals must be protected from short-circuiting (by placing in original packaging or otherwise insulating the terminals e.g. by taping over exposed terminals or placing each battery in a separate plastic bag or protective pouch)
- Batteries must be presented to a Dash agent for appropriate in-cabin stowage ensuring accessibility by crew.

PROHIBITED AT ALL TIMES: Because of the risk of igniting, the below batteries are NEVER accepted for transport on any Dash flight under any conditions:

- Damaged batteries;
- Batteries subject to a safety recall;
- Batteries Identified by the manufacturer as having a safety defect;
- Car, boat, aircraft, and motorcycle batteries;
- All wet cell batteries

7. Smart Bags. Lithium batteries must be removed from any bag which constitutes a "Smart Bag" and carried in accordance with Dash's rules in this Contract of Carriage for Spare lithium batteries. Smart Bags with non-removable lithium batteries are not accepted for transport on any Dash flight.

8. Dry Ice. Dry ice in quantities of 5.5 pounds (2.5 kg) or less per Guest will be accepted. Quantities which exceed this amount will not be accepted. Guests cannot pool their portions together, even within the same traveling party. The container or package must be ventilated to permit the release of carbon dioxide gas, be marked as containing dry ice, and display the net weight and the identity of the perishable item being cooled. Styrofoam coolers containing dry ice must be sufficiently durable and leak-resistant to be accepted for transport.

9. Wet Ice. Wet ice, including ice packaged in coolers, or other packaging of perishable items in "wet ice", is not permitted on board the aircraft regardless of the type of container used to contain the ice. This does not preclude the use of "gel packs" which do not melt to a pure liquid form.

10. Liquor. For alcoholic beverages up to 70 percent alcohol by volume there is a limit of 5 liters (1.3 gallons) per Guest that may be accepted as Checked baggage, or that may be Gate Checked if 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 (140 proof) will not be accepted. Alcohol containing 24% or less alcohol by volume (e.g. beer, wine) is not subject to hazardous materials limitations. Customs and TSA regulations may impose different limitations and fees.

11. Firearms and Ammunition. Federal law provides that no person shall carry a deadly or dangerous weapon, either concealed or unconcealed, aboard any Dash aircraft except: (1) employees or officials of a municipality or State, or the United States, who are authorized to carry firearms (e.g. FBI, Secret Service, LEO prisoner escort, Federal Air Marshall) or (2) crewmembers and other persons authorized by Dash to carry firearms. Appropriate documentation and identification will be required of any Guest traveling under this provision. Firearms (including all BB guns (regardless of presence or absence of propellant), flare pistols and the like) that are unloaded and encased in a hard-sided suitable locked container may be carried as Checked baggage. All firearms to be

checked in this manner must be declared by the Guest (who must be 18 years or older) in writing through the completion of a declaration tag. Ammunition must be securely packaged in a container made of durable fiber, wood or metal, or in the manufacturer's original package, and placed inside Checked baggage. This may be within the same container used to store the firearm. Ammunition checked in this manner must not exceed eleven (11) pounds per Guest. The Guest will be required to complete the applicable declaration forms. The Guest must make all arrangements and assume full responsibility and expense for complying with applicable laws, customs and/or other governmental regulations, requirements, or restrictions of the country, state or territory to and from which the firearm/ammunition is being transported.

12. Smoking. Smoking is prohibited on all Dash flights. The use of electronic, simulated smoking materials (cigarettes, pipes, cigars) is also prohibited.

13. Summary Chart.

The below chart is intended to be a helpful quick reference tool ONLY as it's impossible to reflect all aspects of our Restricted Articles policies articulated in our Contract of Carriage within this summary table. The FAA's PackSafe website: (http://www.faa.gov/about/initiatives/hazmat_safety) contains detailed information on restrictions on what can and cannot be transported on board any aircraft. Further restrictions imposed by Dash (e.g. Dash cannot carry any quantity of personal defense spray or any equipment that previously contained fuel even through the fuel has been drained) are found in this document. Please also remember that TSA or other regulators may have further limitations. It is your responsibility to ensure your baggage conforms to all applicable restrictions.

Item Containing Hazmat	Permitted for Travel	Not Permitted for Travel
Common Household Items	Personal toiletries or medicines such as perfumes, hairspray, nail polish, shaving cream, sunscreen and insect repellent in limited quantities. Aerosol nozzles must be protected by a cap. Latex-based paint	Bleach, drain cleaner, oil-based paint, spray paint and other spray cans, laundry starch, cooking sprays, WD-40, shoe cleaner, flammable glues (rubber cement or some superglues), insecticides and all such items carried in any quantity for non-personal use.

Electronic Devices	<p>Most small consumer devices for personal use ("PED") such as cell phones, electronic games, tablets, laptops and cameras whose batteries typically do not exceed ion battery limitations of 160 Watt-hours (WH). Portable Medical Electronic Devices with metal batteries not to exceed 8 grams. 2 spare batteries each not exceeding 8 grams.</p>	<p>E-cigarettes or spare fuel cell cartridges (limit 2) in any external compartment of the aircraft.</p> <p>Hoverboards or any lithium battery powered, self-balancing recreational mobility device Smart Bags unless the lithium battery is removed and carried in accordance with Dash's policy on Spare Lithium Batteries.</p> <p>Smart Bags with non-removable batteries are not accepted.</p>
Batteries	<p>When installed in portable electronic devices. Each lithium metal must not exceed 2 grams. Each lithium ion must not exceed 100 Watt-hours (Wh). Spare batteries, lithium and non-lithium dry, in-cabin, if protected from damage and short circuit. Each lithium metal must not exceed 2 grams. Each lithium ion must not exceed 100 Watt-hours (Wh). Except, for lithium ion, batteries which are greater than 100 Wh may be carried ONLY if (1) there are no more than two batteries AND (2) each battery is not greater than 160 Wh.</p> <p>No more than 2 nonspillable gel cel batteries for portable electronics, limited to 12 volts and 100 Watt-hours (Wh).</p>	<p>Damaged devices or batteries</p> <p>Devices or batteries subject to a safety recall.</p> <p>Devices or batteries identified by the manufacturer as having a safety defect</p> <p>Self-Balancing Recreational Mobility Devices (Hoverboards)</p> <p>Spare lithium batteries in any external compartment of the aircraft.</p> <p>Car, boat, aircraft and motorcycle batteries.</p> <p>Wet batteries.</p> <p>Loose batteries.</p> <p>Batteries not carried for personal use.</p> <p>Devices with batteries installed but with no protection from accidental activation or short circuit.</p>

Matches, Lighters, and Explosives	1 packet of regular matches or 1 disposable lighter, in-cabin only.	Strike anywhere matches Lighter fluid Torch lighter Fireworks, Flare guns Fuel
Anything which has at one time contained fuel of any kind, regardless of being emptied and cleaned.	If new, unused and in original packaging, contains no battery or fuel, as Checked baggage.	Any equipment which has contained fuel at any time – such equipment may include: Propane tanks Motorcycle/car parts, generators or gas-powered tools/toys Camping equipment
Medical and Assistive Devices	Implanted pacemakers or similar devices and injected or ingested radiopharmaceuticals. Nonflammable gas cartridges for mechanical limbs, including spares. Small, collapsible, lightweight mobility aid (e.g., scooter) powered by lithium ion battery not exceeding 300 Wh. A maximum of one spare lithium ion battery not exceeding 300 Wh or two spares not exceeding 160 Wh.	Mobility aid (e.g., wheelchair) lithium ion batteries exceeding 300 Watt-hours (Wh). Mobility aids with batteries installed with no protection from accidental activation or short circuit Spare lithium batteries for mobility aids in any external compartment of the aircraft.
Ice	Dry ice up to 5.5 lbs. in ventilated package when properly labeled. Gel packs	Dry ice in air-tight or improperly marked packages. Wet ice
Liquor	Up to 5 unopened liters no more than 70 percent alcohol by volume.	Any liquor with more than 70% alcohol by volume or not meeting quantity or packaging restrictions.
Inflating Devices and Oxygen	Whipped cream or fix-a-flat so long as they are nonflammable and do not contain toxic gas if carried in Checked baggage. Portable oxygen concentrators that meet FAA criteria.	Compressed oxygen or oxygen canisters, most self-inflating devices.

Small arms ammunition and Self Defense Devices	11 lbs. per Guest up to .75 caliber for rifle and pistol cartridges and any size shotgun shells for personal use when securely boxed and carried in Checked baggage	Loose ammunition, loaded firearms, black powder, primers or percussion caps. Self-defense sprays (such as pepper spray)
--	---	--

i. Wheelchairs and Other Assistance-Related Devices

1. Wheelchairs and Other Mobility Assistive Devices

a.) General. One mobility aid (e.g. wheelchair) per Guest will be accepted and transported at no additional charge subject to the conditions in this Section – please note the important limitations which impact the size of the devices we are able to fit onboard. Mobility aids are assigned the highest boarding priority and every reasonable effort will be made to transport Guests 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 the aircraft. When this happens, we will coordinate with the Guest and offer the best solution available.

b.) Aircraft-based Limitations: Due to space limitations of the aircraft, only collapsible, non-motorized wheelchairs (and other non-battery-powered mobility assistive devices) are accepted. Wheelchairs and other mobility assistive devices are assigned the highest boarding priority and every reasonable effort will be made to transport all Guest wheelchairs and other mobility assistive devices on the same flight as the Guest. There may be times, however, when space, weight and safe storage constraints may limit the number of devices which may physically and safely fit onto the aircraft. When this happens, we will coordinate with the Guest and offer the best solution available.

2. Strollers and Wagons. One collapsible stroller or folding wagon per Guest will be accepted as additional free baggage allowance as Checked baggage.

3. Infant- or Child-Safety Seats (also known as “CRS” or “CARES”).

a.) General. The FAA strongly urges the use of a CRS for every child on every flight, as it is the safest place for a child when flying. One infant- or child-safety seat (also known as a child safety restraint system “CRS” or Child Aviation Safety Restraint System “CARES”) per Guest will be accepted as additional free baggage allowance, as Checked baggage, or for use in the aircraft cabin. CRS’s accepted

for use onboard must be government-approved for use in aircraft by the FAA or other authorized government agency, have a harness which attaches the child to the CRS, be fitted with a hard seat, and attach directly to the aircraft seat. The accompanying Guest is responsible for ensuring that the CRS functions correctly, that the child does not exceed the CRS's limitations, that the child is properly secured in the CRS and that the CRS is secured to the aircraft seat. Dash does not reserve space for a CRS unless a ticket has been purchased for the child. If the CRS is not government-approved for use onboard an aircraft, it may not be used, but be carried as Checked baggage. Additional helpful guidance may be found at: https://www.faa.gov/travelers/fly_children/.

b.) Guest with Special Needs. Most young children who use a CRS weigh 44 lbs. or less. However, there are some children with physical challenges who weigh more than 44 lbs. and need the support and security of a CRS so they can travel safely on an aircraft. Use of a government-approved CRS which is properly labeled, appropriate for the child's weight, and properly secured to the aircraft is permitted. Adults (18 years or older) who have physical challenges that require the support and security of a CRS may request an exemption to the FAA's regulations that require each Guest to be properly secured by a safety belt. See faa.gov for more information on this exemption as well as further advice on the safe use of CRS's onboard.

4. Wearable Defibrillator Life Vests. Unless otherwise prohibited herein, Guests are permitted to wear Wearable Defibrillator Life Vests on board all Dash aircraft.

j. Pets

1) General. Cats and dogs are welcome aboard Dash flights. Dash reserves the right to refuse carriage of pets at any time. **For clarification purposes, acceptance of "Service Animals" is governed by the policy on "Service Animals" and not this policy on "Pets"**

2) Accepted In-Cabin Pets. Unless otherwise noted herein, Dash accepts domesticated cats and dogs for transport in-cabin when accompanied by the Guest.

3). Advance Reservations and Limits on Number of Pets on Board. Advance reservations are recommended due to the limitation on the number of live animals permitted onboard the aircraft for safety reasons. Only one live animal per aircraft may be booked confirmed space.

Live animals are approved and carried on a first-come first-served basis. Should a Guest with a pet have a confirmed booking but a Guest with a Service Animal request to be boarded, Dash will seek out all alternatives available including offering the Guest with the pet confirmed space on the next available flight to accommodate the Service Animal.

- Pets with reservations must meet the requirements of this section, including those pertaining to size and weight of the pet and/or kennel. Pets must meet these requirements as well as all other conditions of travel to ensure safe transport. Although Dash will make every effort to honor reservations for Pets, due to the size of our aircraft, the advance reservation is not a guarantee that the Pet will be able to be safely accommodated on board any particular flight.

4). *Must be Accompanied by Guest.* All pets must be accompanied by a traveling Guest who is the owner or a designee who assumes full responsibility for the animal. Dash will not transport pets as unaccompanied freight.

5). *Approved Kennels and Carriage Generally.*

A) Kennel Requirement. Except as otherwise provided in this section, a soft or hard-sided kennel suitable for transport of the pet is required to transport the pet to the aircraft and to contain the pet within the cabin. It is the obligation of the Guest to provide such kennel. The maximum kennel size is 28"x20.5"x20.5" A pet should be able to stand up and turn around comfortably in a properly-sized kennel.

B) Local Market Exception. In addition to pet travel using a kennel as provided in this Section, for travel exclusively between Port Angeles and Seattle, where the travel terminates in Seattle, Dash can offer exceptions:

- The pet must be a dog less than 80 lbs in weight
- The dog must be restrained with a leash, harness, or other similar device.
- The dog must be situated in a location within the Guest cabin which does not obstruct access to the aisle or emergency exit. The location will be determined solely by Dash and may differ depending upon size of the animal, and other factors.
- The ability to carry pets pursuant to this provision is contingent upon rules by the airport authorities of the airports we serve and is subject to change without notice.

6). Health and General Condition

A) The pet must be harmless, odorless, inoffensive and suitable for in-cabin transport as determined by Dash in its sole discretion. A Guest assumes full responsibility for the safety, well-being and conduct of his or her pet while on-board the aircraft.

B) Dash assumes no responsibility for the impaired health or death of the pet due to illness or injury when the pet has been handled by Dash with ordinary standards of safety and care or when Dash has acted in the interests of the entire flight such as in an emergency or a Force Majeure Event.

7). Compliance with Applicable Laws. The Guest must make all arrangements and assume full responsibility and expense for complying with applicable laws, customs and/or other governmental regulations, requirements, or restrictions of the country, state or territory to and from which the pet is being transported. Upon arrival, health certificates, import permits, and other papers may be required by local authorities (particularly and frequently required for travel beyond the domestic United States), depending upon the route on which the pet is traveling.

8). Service Animals. Service Animals accompanying disabled Guests or government officials are accommodated on all flights at no additional charge to the Guest, subject to the policy herein. (See Service Animals under section entitled “Acceptance of Guests”).

9). Fees. Advance bookings are required for all pets, regardless of size or weight, and fees may apply, according to the table below.

Pet Weight	Fee
25 lbs. (11kg) or less	No fee; counts toward standard baggage allowance
26–50 lbs. (12–23kg)	\$25 each way
51–75 lbs. (24–34kg)	\$75 each way
> 75 lbs. (34kg)	\$95 each way

k. Restrictions Due to Federal Law. Marijuana. Despite recent changes in local State laws, Federal law does not allow marijuana, medical or recreational, in any form, onboard commercial aircraft or in the secure locations of any airport terminal, beyond TSA screening. Accordingly,

Dash does not permit the transport of marijuana in any form on any of our flights. For more information regarding this Federal prohibition, please refer to www.airsafe.com.

5. Acceptance of Guests

a. Refusal to Transport. Dash may refuse to transport, or may remove from the aircraft at any point, any Guest(s):

1. Government Request, Regulations or Security Directives. When necessary to comply with government regulations, Customs and Border Protection, government or airport security directives, or any governmental request involving emergency transport;

2. Safety. When necessary for the safety of themselves, other Guests, or members of the crew, including but not limited to:

- a.) Guests whose conduct is disorderly, offensive, abusive or violent;
- b.) Guests who fail to comply with or interfere with the duties of the members of the flight crew, federal regulation, or security directives;
- c.) Guests who assault any Dash employee or any Dash Guest;
- d.) Guests who, through and as a result of their conduct, cause a disturbance such that the Captain or member of the crew must leave his or her seat to attend to the disturbance;
- e.) Guests who are barefoot or not properly clothed;
- f.) Guests who appear to be intoxicated or under the influence of drugs to a degree that the Guest may endanger him/herself, another Guest, or a member of the crew (other than a Qualified Individual with a Disability whose appearance or involuntary behavior may make him/her appear to be intoxicated or under the influence of drugs in which case boarding will not be denied);
- g.) Guests wearing or possessing on or about their person concealed or unconcealed deadly or dangerous weapons, provided however that Dash will carry law enforcement personnel who meet the exceptions under the Section on Firearms and Ammunition;
- h.) Guests who are unwilling or unable to follow Dash's policy on smoking or use of other smokeless materials;
- i.) Guests who are unable to sit in a seat with a seat belt properly secured in the manner required by Dash's regulatory agencies;
- j.) Guests 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, or have an

offensive odor such as from a draining wound (Note: Dash requires a medical certificate for Guests who wish to travel under such circumstances)

k.) Guests who fail to travel with the required safety assistant(s) pursuant to this Section, Acceptance of Guests;

l.) Guests who do not qualify as acceptable Non-Ambulatory Guests pursuant to this Section, Acceptance of Guests;

m.) Guests who have or cause a malodorous condition (other than individuals qualifying as disabled);

n.) Guests who have in the past refused to comply with Dash's rules, disrupted Dash's operations or abused Dash's employees;

o.) Guests who have resisted or may reasonably be believed to be capable of resisting custodial supervision;

p.) Guests who are incapable of completing a flight safely, without requiring extraordinary medical assistance during the flight (Note: Dash requires a medical certificate for Guests who wish to travel under such circumstances.)

3. Breach of Contract of Carriage. When there is a failure to observe the rules of the Contract of Carriage;

4. Force Majeure and Other Unforeseeable Conditions. Whenever such action is necessary or advisable by reason of weather or other conditions beyond Dash's control including but not limited to acts of God, Force Majeure Events, strikes, or disturbances, whether actual, threatened or reported;

5. Proof of Identity. When the Guest refuses a request to produce identification satisfactory to Dash or the Guest's identification mismatches his or her ticket information. Dash has the right, but is not obligated, to require identification of persons purchasing tickets and/or presenting a ticket for the purpose of boarding the aircraft.

6. Failure to Pay. When the Guest has not paid the appropriate fare, or produced satisfactory proof to Dash that the Guest is an authorized non-revenue Guest or has engaged in a Prohibited Practice Related to Tickets (see Section, Cancellation of Reservations); or

7. Search of Guest or Property. When the Guest refuses to submit to electronic surveillance or to permit search of his or her person or property. Dash is not liable for its refusal to transport any Guest or for its removal of any Guest in accordance with this

Section. A Guest who is removed or refused transportation may be eligible for a refund, upon request, as the Guest's sole and exclusive remedy. Any Guest who, by reason of engaging in the above activities in this Section, causes Dash any loss, damage or expense of any kind, consents and acknowledges that he or she shall reimburse Dash for any such loss, damage or expense. Dash has the right to refuse, on a permanent basis, any Guest who, by reason of engaging in the above, causes Dash any loss, damage or expense of any kind, or has been disorderly, offensive, abusive or violent.

b. Disabled Individuals and Guests Requiring Assistance.

1. General. It is the policy of Dash to provide equal opportunity for all would-be travelers. Accordingly, Dash will not refuse to provide transportation to, or discriminate against, a disabled individual, who may be transported in accordance with the Company's FAA-approved operating procedures, on the basis of his or her disability. Dash may refuse to provide transportation to any Guest whose carriage may impair the safety of the flight in accordance with the provisions of this contract, and may refuse to provide transportation to any Guest whose carriage would violate federal regulations (including FAA and TSA regulations) or the Company's FAA-issued operating manuals. In exercising this authority, however, Dash personnel will not discriminate against any disabled individual solely on the basis of his or her disability. Although the small size of many of our aircraft may limit some of our flexibility (e.g. inability to fit non-collapsible electric wheelchairs), we will accommodate our Guests' special needs to the greatest extent possible, with dignity and respect, and in compliance with U.S. Department of Transportation Part 382. We encourage Guests with special needs to speak with a representative of Dash (206-558-2500) prior to booking so that we may offer appropriate guidance and support for your travel.

2. Guidance for Guests

a.) Assistance from Dash. Guests 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 Dash employees. This assistance will be in a dignified, safe, professional and courteous manner and at all times Dash will consult with the Guest about any assistance and special plans arranged on the Guest's behalf. Dash will extend

this assistance to all qualified individuals with a disability as this legal term is more broadly defined to protect all those who may otherwise suffer from discriminatory practices. This assistance may include, depending upon the limitations of the aircraft and ramp/dock, steadying a Guest or providing a helping hand as the Guest 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 Guests on board the aircraft or assist with medical services. Should assistance beyond these measures be necessary for the Guest's safety, please refer to the Section discussing Safety Assistants in this Section. As the safest seating arrangement for Guests needing additional support may vary with the situation and with the aircraft type, Dash may offer to pre-board the Guest or may suggest boarding the Guest last for access to the most accessible seat.

b.) Guidance for Boarding. Guests must be physically able to ascend/descend several steps with minimal assistance to access Dash aircraft. 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.

3. Qualified Individuals with a Disability and Safety Assistants.

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

b.) Essential Safety Assistants Required. Dash 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. Dash may require a Guest meeting any of the following criteria travel with a safety assistant as a condition of being provided air transportation in the interest of the Guest'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, Dash 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 Dash personnel,

including the safety briefing required by 14 CFR 121.571(a)(3), (a)(4) and 135.117(b).

- 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 Dash 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 Dash 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 Guest herein.

4. Advance Reservations and Check-In. 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.

c. Oxygen

1. Use On Board Not Permitted. Personal oxygen supplies, canned oxygen, Continuous Positive Airway Pressure (CPAP) machines, and oxygen cylinders are **not** permitted to be used on board and Dash is **not** authorized to provide medical oxygen. Due to safe stowage limitations, Dash does **not permit the use** of Portable Oxygen Concentrators (POCs) onboard the aircraft.

2. Transport on Board Requirements and Exclusions.

a.) Portable Oxygen Concentrators (POCs). While use is not permitted at any time, Dash accepts onboard the aircraft for transport as Checked baggage, Gate Checked baggage, or as a Personal Item POCs that meet FAA acceptance criteria for carriage. POCs that meet the acceptance criteria for carriage onboard aircraft are identified by either:

- Bearing a permanent label, on the exterior of the device, in red text which states, "The manufacturer of this POC has determined this device

conforms to all applicable FAA acceptance criteria for POC carriage and use onboard aircraft."; or

- The POC is included on the following list of POCs previously approved by the FAA for use onboard the aircraft: AirSep Focus; AirSep FreeStyle; AirSep FreeStyle 5; AirSep LifeStyle; Delphi RS-00400; DeVilbiss Healthcare iGo; Inogen One; Inogen One G2; Inogen One G3; Inova Labs LifeChoice; Inova Labs LifeChoice Activox; International Biophysics LifeChoice; Invacare Solo2; Invacare XP02; Oxlife Independence Oxygen Concentrator; Oxus RS-00400; Precision Medical EasyPulse; Respironics EverGo; Respironics SimplyGo; SeQual Eclipse; SeQual eQuinox Oxygen System (model 4000); SeQual Oxywell Oxygen System (model 4000); SeQual SAROS; and VBox Trooper Oxygen Concentrator.
- POCs which do not conform to the above acceptance criteria may be transported as a portable electronic device (PED) so long as they do not contain any hazardous materials and are transported in accordance with all of the rules which apply to the carriage of a PED (e.g. battery policies, etc.).

b.) Personal oxygen cylinders and canned oxygen. These are not permitted onboard the aircraft for transport at any time, as Checked baggage, Gate Checked baggage or as a Personal Item. Guests connecting to or from other airlines should take particular note of this restriction.

c.) Continuous Positive Airway Pressure (CPAP) machines. These are permitted onboard the aircraft for transport as Checked baggage, Gate Checked baggage or as a Personal Item.

d.) Nebulizers. Approved devices can be used on board. Device must be labeled by manufacturer as FAA-approved. Non-approved devices can be carried but not used so long as limits for lithium batteries and other requirements are met.

3. Additional Baggage Allowance. For any device that may be transported in accordance with this section, although the device must not exceed size and weight requirements as noted in our Section on Baggage, these devices are assistive devices for Guests with disabilities. As such, they do not count toward baggage allowance limits.

d. Medical Transport. Dash does not provide air ambulance or in-flight patient care services, and is unable to accommodate stretchers on board scheduled flights. In some Dash destinations, Dash may be able to accommodate stretchers on specified aircraft for routine medical transport, provided that patient care equipment is not required for basic or advanced life support during such transport. In such case, medical personnel or in-flight patient care equipment may be provided but if supplied only for the patient's comfort and not medically required as noted in the previous sentence. When approved by the FAA, Dash will accommodate Guests requiring respirators, ventilators and other such equipment. All equipment must be able to be safely stowed on board the aircraft. Please consult our Reservation Support Line for more information regarding any particular request.

e. Service Animals

1. General. Dash makes all reasonable accommodation for Service Animals (see "Definitions") to accompany Guests in the aircraft cabin free of charge subject to the conditions in this Section. These conditions arise from limitations due to the size and nature of the aircraft as well as from our priority to ensure the health and safety of all on board.

2. Advance Reservations and Limits on Number of Service Animals on Board.

a) Advance reservations are recommended due to the limitation on the number of live animals permitted onboard the aircraft for safety reasons. Only one live animal per aircraft may be booked confirmed space. Live animals are approved and carried on a first-come first-served basis, Should a Guest with a pet have a confirmed booking but a Guest with a Service Animal request to be boarded, Dash will seek out all alternatives available including offering the Guest with the pet confirmed space on the next available flight to accommodate the Service Animal. Only if no options are available will Dash offer the less desirable alternative to the Guest with the Service Animal of traveling on a later flight.

- Service Animals with advance reservations must meet the general guidance in the section entitled "Carriage and Size Limitaitons" for safe carriage on board. If the Service Animal does not fit within the Guest's foot space, there is no unoccupied seat, or other alternatives are not available, the advance rerservation is not a guarantee that the Service

Animal is able to be safely accommodated on board any particular flight. For Guests with large Service Animals, as defined herein for each aircraft type, Dash offers the additional option of purchasing an additional seat on the aircraft, ensuring available space on board a particular flight assuming all other conditions of travel are met.

b.) Limit is one live animal (e.g., Service Animal or Pet) onboard each aircraft

3. Permitted Animals and Requirements

a.) Approved Service Animals. Service animals are trained dogs which meet the definition in the Section entitled Definitions. Untrained emotional support or comfort animals may no longer travel as Service Animals. Animals that do not meet the definition of a Service Animal may travel as a Pet, if the animal meets those requirements.

b.) Harnesses and Securing the Service Animal. Service Animals must be secured with a harness, leash, or otherwise tethered while at the airport gate, on the ramp, and onboard the aircraft, and remain under the direct control of the accompanying Service Animal Handler at all times.

c.) The Service Animal must have a current vaccination for rabies, and, to the best of the Service Animal Handler's knowledge, be free of fleas, ticks, or any other disease that would endanger others.

4. Carriage and Size Limitations

a.) General. Service Animals are expected to fit within the Guest's foot space, leaving the aircraft aisle unobstructed. Federal regulations require that the Service Animal must not obstruct emergency exit rows, aisles, or any other area that is required to be clear to facilitate an emergency evacuation. A Dash agent will work with the Guest to determine the appropriate seating arrangement, considering all the specific circumstances for a particular flight

b.) Accommodation. There is additional space in the aft of the Guest cabin which allows for more flexibility in accommodating Service Animals. As guidance, trained service dogs, typically 50 – 80 pounds in weight, are safely accommodated on board. This weight range does not represent a limit but is intended to offer general guidance as to whether the Service Animal may be too

large to be safely accommodated on board our aircraft. Please see additional options in the Section entitled "Large Service Animals."

c.) Large Service Animals. For large Service Animals which do not fit within the Guest's foot space, there are additional options. Although every reasonable effort will be made to accommodate all approved Service Animals on board, some Service Animals may be too large to be safely accommodated. Guests with large Service Animals are encouraged to contact Dash in advance to be sure the animal can be safely transported on board our relatively small-sized aircraft.

- **Available Seats and Alternate Flights.** When available, Dash will offer the option to secure the Service Animal within the foot space of a nearby unoccupied seat, or in the aft of the Guest cabin near the cargo area. Dash will work with the Guest to choose the best location for securing the Service Animal and ensure the animal is properly restrained using the restraining devices provided by the Guest. If there is no unoccupied space, the aircraft is at maximum weight, or the aircraft is otherwise unable to safely accommodate the Service Animal on a particular flight, Dash will offer the Guest and Service Animal to travel on a later flight where space may be available to safely accommodate the Guest and Service Animal on board. Guests also have the option to purchase an additional seat in advance for their Service Animal ensuring the availability of a nearby unoccupied seat where the Service Animal may be safely secured for transport. Guests desiring this option should reach out to our Reservation Support Line and published Guest fares apply.
- **Kennel Alternative.** Service Animals which are too large to be transported in the Guest compartment of the aircraft may alternatively be transported, at no additional cost, in a kennel provided by the Guest so long as the kennel maximum size limits in the Section entitled "Pets" are met, along with all other provisions within this Section entitled "Service Animals." Although Guests may provide a kennel for travel, it is stowed in the same location where a Service Animal may be tethered so the kennel does not expand the available space.

5. Compliance with Laws. Regulations at the Guest's final or intermediate destination(s) may apply and impose further requirements or restrictions. The Guest assumes full responsibility for compliance with all government requirements, regulations, or restrictions.

6. Identification of the Animal as a Service Animal. Dash may accept as evidence that the animal is a Service Animal such physical indicators as identification cards, harness markings or types, vests, tags, or other credible assurances. Dash may also rely on observed behavior that the animal presented appears trained; That is, the animal is under the control of its handler and does not engage in disruptive behavior which demonstrates that it has not been successfully trained to behave properly in a public setting. Such behavior may include running freely in a gate area, repeated barking or growling, or urinating in the cabin or gate area. Dash may also ask the Guest what work or task the animal has been trained to perform to assist the Guest with their disability.

7. Responsibility of the Guest/Handler. The Service Animal Handler assumes full responsibility for the safety, well-being, and conduct of its Service Animal, including the interaction of the Service Animal with other Guests who may come in contact with the animal while on board the aircraft

8. Refusal to Transport. Dash may refuse transport of a Service Animal when any of the following circumstances apply. In assessing the below, Dash will consider if measures exist to mitigate the problem, allowing the animal to be safely and legally transported. If the Service Animal must be refused transport pursuant to this Section, Dash will provide a written statement of the reason for the refusal within ten (10) calendar days.

- a) When the animal's carriage would violate applicable safety or health requirements of any State or U.S. Federal agency.
- b) When the animal poses a direct threat to the health or safety of others. This determination is based on an individualized assessment, independent of the dog's breed or generalized physical type, based on a reasonable judgment relying on the best available objective evidence to ascertain the nature, duration and severity of the risk, the probability that the potential injury will actually occur, and whether reasonable modifications of policies, practices, or procedure will mitigate this risk.

c) When the animal causes a significant disruption in the aircraft or at an airport gate area, or its behavior on the aircraft or at an airport gate area indicates that it has not been trained to behave properly (e.g., running freely, barking or growling repeatedly at other persons on the aircraft, biting or jumping on people, or urinating or defecating in the cabin or gate area.) This determination is based on an individualized assessment, independent of the dog's breed or generalized physical type, based on a reasonable judgment relying on the best available objective evidence to ascertain the probability that the misbehavior and/or disruption will continue to occur, and whether reasonable modifications of policies, practices, or procedure will mitigate the misbehavior and/or the disruption.

f. Guest Resolution and Air Carrier Access Act. At any time during the course of travel, Guests with disabilities can contact our Guest Care Office to answer questions and help resolve complaints, disagreements, or alleged violations related to Department of Transportation regulations. See our section on "Guest Care" for contact information, or visit our web site. You may download a PDF version of the Department of Transportation 14 CFR Part 382, Nondiscrimination on the Basis of Disability in Air Travel at www.flydashair.com. You can also obtain a copy of this regulation in an accessible format from the Department of Transportation by any of the following means:

1. By telephone: Toll-Free Hotline for Air Travelers with Disabilities
 - 1-800-778-4838 (voice)
 - 1-800-455-9880 (TTY)
2. By telephone: Aviation Consumer Protection Division
 - 1-202-366-2220 (voice)
 - 1-202-366-0511 (TTY)

3. By mail: Air Consumer Protection Division

C-75, US Dept. of Transportation

1200 New Jersey Ave., SE.

Washington, DC 20590

4. By web: Aviation Consumer Protection Division's Web site

<http://airconsumer.ost.dot.gov>

g. Unaccompanied Minors ("UM").

1. General. We welcome young Guests on our flights, but, for their safety, have policies about when a minor can travel alone and when an adult must accompany the child during travel.

2. Age and Requirements.

Age of Minor Traveling Alone*	Rule
Minors < seven (7) years	Not accepted for travel if traveling alone*
Minors seven (7) – fourteen (14) years, up until the fifteenth (15) birthday, Unaccompanied Minor Rule applies	Accepted for travel on non-stop Dash flights under the rules and requirements for travel as an Unaccompanied Minor. No online connections permitted
Minors or adults fifteen (15) years and older	Parents or guardians may request any person to be escorted as an Unaccompanied Minor per the Unaccompanied Minor rules on non-stop Dash flights.

"Traveling Alone" means a minor traveling physically unaccompanied or traveling with a Guest who is less than the age of a "Young Traveler" as defined below.

3. Restrictions. When travel as an Unaccompanied Minor is NOT permitted

a. Not permitted on any connecting Dash itinerary. Travel must be on a non-stop flight.

b. Not permitted on the last flight of the day from any Dash location, UNLESS at the time of accepting the Unaccompanied Minor at the departure location, the Dash agent is able make contact with the responsible adult at the destination location and the responsible adult is either at the destination location or is able to demonstrate to Dash's satisfaction that he or she will be at the destination location prior to the flight's arrival. Dash strongly recommends against booking an Unaccompanied Minor on the last flight of the day from any Dash location.

4. Service Charge and Fares. There is no additional service charge or escort fee for Unaccompanied Minors traveling on Dash flights.

5. Positive Identification for Custody. The Unaccompanied Minor must be brought to the airport by a parent, guardian or responsible adult, provide Dash with the name, address and phone number of the parent, guardian or responsible adult who will meet the Unaccompanied Minor at the destination airport, and remain with the Unaccompanied Minor until the flight is boarded. Appropriate identification must be presented to Dash before the Unaccompanied Minor will be released into the custody of the designee at the final destination. We recommend checking-in early to ensure there is adequate time to complete the required paperwork.

6. Refusal to Transport. The welfare of Unaccompanied Minors is a matter we take very seriously. Dash reserves the right to refuse transportation if the Company believes there is a significant chance that the flight on which the Unaccompanied Minor holds a reservation may be delayed or terminate at an airport other than the intended destination.

7. Flight Cancellations and Diversions. In the event of flight cancellation, diversion, substantial delay or other irregularity within the Dash route system, the agent in charge or crew member will retain custody of the Unaccompanied Minor until that custody is transferred to a Dash agent or the parent, guardian or responsible adult named on the UM paperwork. In the event of a flight diversion to an airport not staffed by Dash personnel, Dash will make every effort to contact the parent, guardian or responsible adult identified on the UM Form to coordinate agreeable and suitable arrangements. A crew member will retain custody of the Unaccompanied Minor until such arrangements are coordinated. Dash will bear all reasonable costs associated in this instance to ensure the safety of the Unaccompanied Minor.

8. Dash Assumes No Additional Responsibility. Dash assumes no responsibilities for Unaccompanied Minors beyond those applicable to an adult Guest.

h. Young Travelers

1. General. Young Travelers are young adults between fifteen (15) and seventeen (17) years (up until the 18th birthday) who may travel independently, as adults, on Dash flights. Escort services like those provided for Unaccompanied Minors are generally not provided for Young Travelers.

2. When Accompanying Minors. Minors who travel on Dash flights with a Young Traveler are not “unaccompanied” or “traveling alone” and therefore are not subject to the rules for travel as an Unaccompanied Minor.

i. Infants. Under two (2) years of age, infants are accepted at no additional charge if seated on the lap of an adult Guest. Proof of age of the infant Guest may be required. An FAA or aircraft-approved infant or child-safety seat (“CRS”) may be used on board when a seat is purchased for the infant. For some destinations (typically international) even when an infant travels free of charge, government taxes may apply. Travel by air for infants less than 7 days of age is not recommended and we suggest Guests consult their physicians for further guidance. Infant travel policies differ for every airline so it’s important to check with each individual airline if you are independently connecting to another airline.

j. Traveling while Pregnant. Travel during the ninth month of pregnancy is not recommended and we suggest Guests consult their physicians for further guidance. We prefer any woman traveling while pregnant present a certificate from a doctor stating that the Guest has been examined and has been found to be physically fit for air travel during the specified time, and that the estimated date of delivery is after the date of the flight. It’s best to consult a physician within 72 hours of time of departure to have the most current information.

k. Guests of Size Requiring Additional Space on Board the Aircraft. To ensure that all Guests have access to safe and comfortable seating on board, we are providing the below guidance. For most seats in our aircraft, each seat is positioned between a window and aisle, with no adjacent seat. Additionally, where there may be an adjacent seat, the design of the seat belt system for our aircraft does not permit Guests to sit on or between two seats and/or use seat belts adjacent to different seats to secure themselves during flight. For this reason, each Guest must be able to sit in one seat and use the seat belt intended for the seat in which he or she is seated. The aircraft door width for entry is 22 inches, the seat width is 17 inches, and seat belts are typically 40 inches in length across the lap, although lengths can vary. Seat belt extenders, generally extending the length of a seat belt up to 24 inches, are available for Guests who may need to lengthen the size of the belt.

Guests of size may contact our Reservation Support Center in advance to let us know they may need additional time or assistance to board, or they may discuss their needs with our Airport Guest Service Agents. Guests of size must be able to be transported without compromising the safety of themselves or other Guests on board the aircraft; however Dash will not refuse to

provide transportation to any Guest solely because a Guest's size results in an inconvenience to crewmembers or other Guests.

I. Traveling with Prisoners.

1. General. All prisoners travelling as Guests must be accompanied by a Law Enforcement Officer (LEO). The classification of the prisoner is determined by the law enforcement agency and determines whether the LEO escort needs to be armed. When a law enforcement agency needs to transport a prisoner with an armed Law Enforcement Officer (LEO), Dash must be notified 24 hours prior to the scheduled departure time, or, if not 24 hours, as far in advance as possible. This notification must include (1) the identity of the prisoner and (2) whether the prisoner is considered "high-risk" or "low-risk". The armed LEO escorting a prisoner must arrive at least 1 hour prior to the scheduled departure time so that all required paperwork and steps are completed before the flight is boarded. Prisoners must be restrained from full use of their hands as appropriate and required by Dash's operating manuals.

2. For "Low Risk" Prisoners on Flights of 4 hours or less. A minimum of one LEO must control the prisoner. Due to our aircraft configuration, one LEO may control no more than one prisoner.

3. For "High Risk" Prisoners on Flight of 4 hours or less. A minimum of two LEOs must control one "high risk" prisoner. Unless authorized by TSA, no more than one "high risk" prisoner may be carried on a flight.

6. Cancellation of Reservations

a. Liability Limitations. Dash is not liable for any consequential, compensatory or other damages when cancellations occur (for both confirmed and unconfirmed reservations) in accordance with this rule.

b. Airport Check-in, Show Times, and Re-check Requirements.

1. General. Check-in may occur with a Dash agent at the Dash departure ticket counter.

Although we encourage Guests to check-in with enough time for all processing, Dash will not accept or hold baggage for a Guest more than four (4) hours in advance of flight departure time.

2. Boarding Times. All Dash flights board approximately 10 – 15 minutes before departure time. Failure to check-in, arrive at our ticket counter, re-check, or be present for boarding within the recommended guidelines as provided in this section jeopardizes our ability to depart as scheduled, on-time. As a result, any Guest who fails to meet these guidelines is subject to having his or her flight reservation cancelled, including connecting and return reservations within the same itinerary. Guests must be checked-in, re-check (if applicable), and be present and ready to board based on the following times.

a. 20 minutes prior to scheduled departure time: Port Angeles

b. 45 minutes prior to scheduled departure time: Seattle/Tacoma International Airport (SEA) – to ensure an on time departure, the shuttle van departs our designated check-in area (Parking Garage Transportation Plaza) 20 minutes before scheduled departure time.

In addition, although we do our best to plan for carriage of both Guests and their bags for every flight, sometimes actual weights exceed these planning limits and measures must be taken to manage the circumstances at hand. Weather or other flight planning conditions may also require the carriage of additional fuel further limiting our ability to carry all that we originally planned for each Guest. In these instances, Guests who check-in or re-check after the recommended times and any Excess Baggage are the most likely to be reaccommodated on another Dash flight.

c. Failure to Use Each Flight Segment. Dash tickets are priced and sold based on the itinerary and not as individual flight segments. If the Guest foresees a change or must make a change to an itinerary while enroute, he or she must contact Dash, or the original ticketing representative,

to determine how this may affect the ticket and remaining travel plans. Failure to do so may result in cancellation of all or part of the itinerary or forfeiture of the partial or total value of the ticket.

d. No Show Guests. Dash may cancel, without notification and in addition to other measures referenced in this Contract of Carriage, all continuing and returning portions of an itinerary contained in the same reservations record, when a Guest No Shows for a flight.

e. Ticket Time Limits. If the Guest has not purchased a validated ticket for a confirmed seat for a reservation with ticketing time limits as defined by the fare rules, the reservation will be cancelled without notice at the expiration of the time limit.

f. Refusal to Transport. If Dash's refusal to transport the Guest is for reasons defined in section "Refusal to Transport", the reservation will be cancelled.

g. Record of Cancellation. When there is a record that a reservation was cancelled (either by Dash, the Guest, or the Guest's agent) after a ticket for a confirmed flight was issued, the ticket may not be accepted for the flight specified. In such event, Guests will not be eligible for denied boarding compensation. If the Guest has purchased the ticket and the reservation is cancelled pursuant to this paragraph, Dash may refund the ticket in accordance with its refund policy or offer flight accommodations on the next flight with seats available.

h. Weather, Force Majeure, Governmental Regulations. When cancellation is necessary due to weather, required to comply with any governmental regulation, or due to conditions beyond Dash's control (including Force Majeure Events), Dash may cancel the flight and all corresponding Guest itineraries.

i. Failure to Comply. When the Guest fails to comply with the rules set forth herein, Dash may cancel any and all portions of the Guest itinerary.

j. Fictitious and Duplicate Bookings. Multiple bookings of a fictitious nature are prohibited. In the event Dash determines that an individual has confirmed bookings to one or more destination(s) on or about the same time and date(s), Dash reserves the right to cancel all confirmed space associated with the duplicate reservations. When such case arises, Dash will make every effort to contact the Guest in advance; however Dash reserves the right to cancel this space without notice to the Guest or the person making the booking.

k. Prohibited Practices Relating to Tickets. The following practices are prohibited by Dash. When a ticket is purchased and used in violation of these rules or any fare rule, Dash has the right in its sole discretion to take all actions permitted by law, including but not limited to, (1)

invalidate the ticket; (2) cancel any remaining portions of the Guest's itinerary; (3) refuse to board, (4) require additional collection for actual ticket value, (4) confiscate any unused flight coupons, or (5) any other legal remedy.

1. "Hidden Cities Ticketing" or "Points Beyond Ticketing". 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 Guest's actual point of origin of travel, or to a more distant point(s) than the Guest's actual destination, even when the purchase and use of such tickets would produce a lower fare.
2. "Throwaway Ticketing". The purchase and use of roundtrip tickets for the purpose of one-way travel is prohibited, even when the purchase and use of such ticket would produce a lower fare.
3. "Back to Back Ticketing". The use of flight coupons from two or more different tickets issued at roundtrip fares for the purpose of circumventing applicable fare rules (such as advance purchase or minimum stay requirements) is prohibited.

7. Fares

a. General. Dash offers a wide range of fares on all flights. Not all fares are available at all times on all flights. For discount fares, seating may be limited and restrictions may apply. The fare charged on the ticket applies only to the transportation specified thereon. Any Guest-initiated changes to such transportation may result in a change in the fare, assessment of monetary penalties, assessment of a processing fee, or loss of transportation value. All fares are subject to change without notice. For more information regarding any specific fare, its eligibility requirements and restrictions, please ask a Dash agent or read the information provided when booking online at www.flydashair.com.

b. Lowest Available Fare. When Guests contact our Reservation Support Line, visit our Airport or City Ticket Offices, or book flights through www.flydashair.com we will offer the lowest fare available through that booking channel for which the Guest is eligible for the date and flight requested at the time of the request. Guests should advise Dash of any special status that might qualify them for any special fare or discount. If a Guest indicates flexibility in his/her travel plans in order to obtain a lower fare, our agents will offer to check availability for specific alternative dates and times. Occasionally, lower fares may be available online at www.flydashair.com.

c. Instant Purchase with Refund within 24 Hours of Purchase. Although we require instant purchase at the time of booking, Dash will provide the opportunity for Guests to think about their travel plans, consult travel companions, or seek alternative transportation options. For reservations made through our Reservation Support Line, City and Airport Ticket Offices, and www.flydashair.com, Guests may cancel ticketed reservations and obtain a 100% refund, without penalty, to the original form of payment within 24 hours of the purchase, even for non-refundable tickets. Changes to the itinerary in lieu of cancellation by the Guest may result in a change in the fare.

d. Change Fees (for both refundable and non-refundable tickets). Dash offers a variety of fare products and options that provide different levels of flexibility. The chart below details Dash’s change fee policy:

Fare Product	Saver	Standard	Plus	Full Flex
Refundability	Non-refundable	Non-refundable	Non-refundable	Refundable
Change Fee	No changes	Free up to 72 hours prior to departure, otherwise \$25 change fee, plus any difference in fare	Free up to 24 hours prior to departure, otherwise \$25 change fee, plus any difference in fare	Free up to 2 hours prior to departure, no changes within 2 hours permitted

e. Cancellation Policy and Fees.

1. General. On booking at www.flydashair.com or through our Reservation Support Line and Airport and City Ticket Offices, or upon request, our representatives will disclose your itinerary and any ticketing cancellation policies or fees which apply. Cancellation policies vary depending upon the fare purchased, including whether the ticket was purchased through Dash or agency. These policies are included in the fare rules published with Darwin and available for inspection at the time of ticket purchase. Reasons for cancellation, in addition to cancellation policies specific to your ticket, may be found in our Contract of Carriage in the Section “Cancellation Policy and Fees.”

2. Cancellation Penalties and Fees.

a. The chart below details Dash’s change fee policy:

Fare Product	Saver	Standard	Plus	Full Flex
Cancelations	Not permitted	Permitted, full value deposited as credit up to 72 hours prior to departure, otherwise \$25 cancelation fee applies	Permitted, full value deposited as credit up to 24 hours prior to departure, otherwise \$25 cancelation fee applies	Value refunded up to 2 hours prior to departure, otherwise non-refundable
No Show	The entire reservation is canceled, and fare is forfeited.	The entire reservation is canceled, and fare is forfeited.	The entire reservation is canceled, and fare is forfeited.	The entire reservation is canceled, and fare is forfeited.

b. For Non-Refundable tickets. Guest may apply that value towards the purchase of a ticket for future travel for up to one year from the original purchase date. However, when cancelled within 2 hours of departure or when Guest No Shows for the flight, value is forfeited.

c. For Refundable tickets, tickets are 100% refundable. However, when cancelled within 2 hours of departure or when Guest No Shows for the flight, value is forfeited.

f. Consumer Disclosures. If there is further information available, such as whether the flight is operated by a partner airline or a change of aircraft for a single-numbered flight is required, this information will be provided as the reservation is made.

g. Waiver of Restrictions or Rules. Dash may waive fare restrictions or offer special fares in its sole discretion for Guests faced with emergency travel situations.

h. Surcharges. Dash reserves the right to impose surcharges, such as a surcharge for fuel, in its sole discretion. Such a surcharge will be publicly filed within Darwin along with fares and rules in accordance with standard Dash procedure.

i. Call center service charge. A fee of \$5 is charged for new reservations booked through the Dash call center. There is no service charge for booking online at flydashair.com

8. Tickets and Seat Assignments

a. General. No person will be entitled to transportation except upon presentation of a valid ticket. A ticket which has not been validated or which has been altered or mutilated is not valid. A valid ticket will entitle the Guest to air transportation only between airports of origin and destination via the routing designated on the ticket. Flight coupons will be honored only in the order in which they are intended for use.

b. Unused Tickets. Unused Dash tickets are valid for transportation for a period of one (1) year from the date of original issue unless a shorter validity period is indicated on the ticket. Dash reserves the right in its sole discretion to extend the validity of a ticket in case of emergency, illness, or other such situations. Tickets purchased through agents which Dash has agreements are subject to the rules of those agents and different provisions may apply.

c. Advanced Seat Requests and Emergency Exit Rows. Dash does not guarantee allocation of any particular seat in the aircraft. This rule applies for flights operated by single or multiple sections of aircraft and no Guest is guaranteed a particular seat on any flight or section operated under a single flight number. Seats in rows designated as emergency exit seats are only available for those Guests who are able to meet the requirements as specified in the Company's FAA-approved operating procedures

d. Nontransferable. Tickets are non-transferable. Dash is not liable to the owner of a ticket for honoring such a ticket when presented by another person.

e. Ticketing Fees. Dash reserves the right to impose ticketing fees, such as a service charge, in its sole discretion. This fee is non-refundable.

9. Travel Documents

Reserved

10. Refunds

a. General. We strive to provide prompt refunds for eligible tickets once all appropriate documentation is received. When issuing a refund, the refund will include the fare, taxes and any pre-paid optional services. Refunds for purchases made with credit cards are issued to the original form of payment within 7 business days of receipt of the required information. Credit card refunds may take up to 2 billing cycles before appearing on the credit card statement depending upon your specific credit card agreement. Refunds for purchases by cash or check are issued within 20 days of receipt. Refunds will only be issued in the name of the purchaser or Guest, as applicable.

b. Requesting a Refund on Tickets Issued by Dash. For refund guidelines, please read below. You may also contact our Guest Service team at (206) 558-2500 or info@flydashair.com. Please indicate 'Refund Request' in the Subject Line.

c. Non-Refundable & Refundable Tickets. Dash issues directly (and through its agents) tickets that are both Refundable and Non-Refundable. Rules in addition to those below regarding eligibility for refunds or exceptions are included in the fare rules published with Darwin and available for review at the time of ticket purchase.

1. Non-Refundable tickets:

- a.) General Rule. Dash 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.
- b.) Application of Value Towards Future Purchase. Dash may allow a portion of the Non-Refundable fare paid for an unused and Non-Refundable Dash ticket to be applied towards the purchase of future travel on Dash, provided it is done in accordance with the applicable fare rule. Any portion not so applied will not be refunded in any form.
- c.) Value Forfeited for Failure to Honor Cancellation or No Show Policies. Tickets for any reservations not cancelled in accordance with Dash's Cancellation Policies or for Guests who No Show for a flight are not eligible to have the ticket value applied towards the purchase of future travel on Dash. In this situation, the ticket has no value.

d.) Extenuating Circumstances. A Non-Refundable ticket which has been deemed to have no value pursuant to this Section may, at the sole discretion of Dash, be refunded in full or part, or have its value applied toward the purchase of a Dash ticket, in consideration of extenuating circumstances, such as the death of a family member.

2. Refundable tickets:

a.) General Rule. Dash will refund all or any unused portion of a ticket that is purchased with a refundable fare, including the fare, taxes, and other charges included within the total price paid for the ticket, less any service fee, if applicable.

b.) Value Forfeited for Failure to Honor No Show Policies. Guests who No- Show for a flight are not eligible for a refund (full or partial) and Guests may not have the ticket value applied towards the purchase of future travel on Dash. In this situation, the ticket has no value.

c.) Extenuating Circumstances. A Refundable ticket which has been deemed to have no value pursuant to this Section may, at the sole discretion of Dash, be refunded in full or part, or have its value applied toward the purchase of a Dash ticket, in consideration of extenuating circumstances, such as the death of a family member.

d. Voluntary Refunds. For tickets eligible for refunds and when a Guest has complied with all applicable provisions of the Contract of Carriage and the fare rules as published with Darwin, the ticket will be refunded as follows:

1. Unused Ticket. If the ticket is totally unused, the full fare paid will be refunded less any applicable service charge or penalty.

2. Partially-used Tickets. If the ticket is partially unused, the refund will be the difference between the fare paid and the fare for the transportation actually used as determined by the applicable rules, less any applicable service charge or penalty.

e. Involuntary Refunds. In the event that Dash fails to provide a previously confirmed seat and does not reroute the Guest either over other Dash routes, those of another airline, or via alternative ground or sea transportation, Dash will refund directly to the Guest the following. These circumstances may include, but are not limited to, cases of refusal to transport, flight delays, flight cancellations, schedule changes, and schedule irregularities:

1. Unused Ticket. An amount equal to that paid, if no portion of the ticket has been used;
or
2. Partially-used Tickets. An amount equal to the applicable fare for the unused segment(s) if a portion of the ticket has been used. In no instance will the amount refunded be greater than the amount paid for the ticket.
3. Limitations and Requirements.
 - a. The applicable refund will be granted only if the Guest complies with the provisions set forth in this Contract.
 - b. Refund requests must be made prior to the expiration date of the ticket.

11. Services to Mitigate Inconveniences Resulting from Flight Delays, Schedule changes, Re-Routings, and Diversions

a. General. Getting Guests to their destination on time, as scheduled, is our priority.

Unfortunately, there are times when irregularities or changes in schedule occur. Dash will exercise reasonable efforts to transport our Guests and their baggage from the origin to the destination with reasonable dispatch, but published schedules, flight times, aircraft types, seat assignments, and similar details reflected in the ticket or Dash's published schedules are not guaranteed and form no part of this Contract. Dash may substitute alternate carriers or aircraft, change its schedules, delay or cancel flights, change seat assignments, and alter or omit stopping places shown on the ticket as required by its operations or in Dash's sole discretion. Dash's sole liability in the event of such changes is set forth in this Section. Dash is not responsible or liable for making connections, failing to operate any flight according to schedule, changing the schedule or any flight, changing seat assignments or aircraft types, or revising the routings by which Dash carries the Guests from the ticketed origin to destination.

b. Applicability. Flights originating in Washington State. Where the Dash flight originates in Washington, the provisions of this section apply to a Guest who has a ticket and a confirmed reservation on a flight that incurs a Schedule Change, Schedule Irregularity, or Force Majeure Event.

c. Communication with Our Guests. Dash will provide Guests with timely updates about any change in flight status (including delays of 30 minutes or more, cancellations, or diversions, within a week of departure) within 30 minutes of becoming aware of the status change, and will strive to provide the best available information concerning the duration of any delay and, to the extent available, the flight's anticipated departure time. We may use one or more ways to communicate this information to you: through boarding area announcements, airport flight status displays, online at www.flydashair.com, and, upon request through contact via phone with Dash's Guest Service team. For planned changes in schedule prior to the day of departure, Dash will do its best to notify Guests via email or phone using contact information provided by the Guest on booking. For Guests who have made travel arrangements through a travel agent or online agency, Dash provides travel change information to these partners so that they may contact Guests using the contact information provided to our partners on booking.

d. Schedule Change. When a Guest is affected by a planned change in schedule, Dash will, at its election and in collaboration with the Guest, arrange one of the following listed below. For

changes due to Force Majeure Events, please review that Section for additional rules which apply.

1. Dash Flight. Transport the Guest on a substitute flight operated by Dash which is close in time to the original flight and terminates at the Guest's final Dash destination at no additional cost.
2. Substitute Carrier Flight. Reroute the Guest over the lines of another carrier with whom Dash has agreements for such transportation when there is no substitute Dash flight.
3. Refund. Refund the unused portion of the ticket, including the unused portion of the fare, taxes and any prepaid optional services (regardless whether the ticket as originally purchased is refundable or non-refundable), when no substitute transportation is provided, or it is offered but unacceptable to the Guest.

e. Schedule Irregularity. In order to reduce the inconvenience experienced during cancellations, major delays or misconnections, Dash will, at its election and in collaboration with the Guest, arrange one of the following listed below. For irregularities due to Force Majeure Events, please review that Section for additional rules which apply.

1. Dash Flight. Transport the Guest on the next Dash flight on which space is available.
2. Substitute Carrier Flight. Reroute the Guest over the lines of another carrier with whom Dash has agreements for such transportation.
3. Alternative Ground or Sea Transport. When other options via air are not available, provide alternative transportation via ground or sea with vendors with whom Dash has agreements for such transportation.
4. Refund. Refund the unused portion of the ticket, including the unused portion of the fare, taxes and any prepaid optional services (regardless whether the ticket as originally purchased is refundable or non-refundable), when no substitute transportation is provided, or it is offered but unacceptable to the Guest.
5. Connections. Dash does not maintain agreements with other airlines and cannot be responsible for missed connections.
6. Amenities. Additionally, amenities for protracted delays or irregularities necessitating overnight stays may be offered at Dash's discretion. Such amenities may include lodging, meals, ground transport to access to lodging/meals, and/or special services necessary to maintain the safety and welfare of certain Guests (such as qualified

individuals with a disability, unaccompanied minors, and the elderly). No amenities will be provided to a Guest on a flight which is delayed or cancelled at the Guest's home city.

f. Force Majeure Events. Dash may, in the event of a force majeure event, without notice, cancel, terminate, divert, postpone, or delay any flight or reservation and determine if any departure or landing should be made, without liability except to refund for any unused portion of the ticket. When cancellations or major delays are experienced by our Guests because of a Force Majeure Event, Dash personnel will assist the Guest to obtain alternative means of travel (on Dash, or via ground or sea transportation) or offer a refund of the unused portion of the ticket. Dash does not have liability in case of Force Majeure Events beyond the obligation to refund of the unused portion of the ticket. No amenities will be provided to a Guest who experiences travel interruptions resulting from a Force Majeure Event.

g. Diversions.

1. General. It is sometimes necessary for flights to divert, or land at a location other than the flight's intended destination. Medical emergencies and severe weather conditions are examples of situations when a flight could land, unplanned, in another city. If we believe there is a reasonable possibility that a flight will be diverted after take-off (for example, in situation where fog may impede landing on arrival at the destination city), that information will be provided to you before departure and you will be given an opportunity to decide whether you prefer to board the flight or seek alternative transportation. In the event a diversion decision occurs after the aircraft has departed, the crew will inform you when it is safe and possible to do so.

2. Cancellations in Diversion City. It is possible that a flight will cancel while on the ground in the city to which it diverted. When this happens, Dash will, at its election and in collaboration with the Guest, arrange one of the following listed below. If you knew of the possibility of the diversion before boarding the flight and accepted the risk of diversion, Dash will do its best to assist you with accommodations or alternative transportation, but will not be financially responsible for providing such accommodation or transportation.

a. Dash Flight. Transport the Guest on the next Dash flight on which space is available.

b. Substitute Air Carrier. Reroute the Guest over the lines of another carrier with whom Dash has agreements for such transportation.

c. Alternative Ground or Sea Transport. When other options via air are not available, provide alternative transportation via ground or sea with vendors with whom Dash has agreements for such transportation and

d. Amenities. If necessary, provide reasonable overnight accommodations and/or meals.

h. Liability Limitations. Except to the extent provided by local or international laws, Dash shall not be liable beyond that which is provided herein. Dash is not responsible for any special, incidental or consequential damages for failure to meet the commitments of this section.

12. Denied Boarding

a. General. When a flight is or becomes oversold prior to departure for whatever reason, unless otherwise required by local or international laws, the following provisions in this Section apply to the Oversold Flight and its Guests.

b. Volunteers and Boarding Priority. Dash will actively solicit Guests to voluntarily relinquish their reservations in exchange for free Dash tickets, or other compensation, in an amount determined by Dash. The request for and selection of volunteers will be in a manner determined solely by Dash. If there are not enough volunteers, Guests may be denied boarding involuntarily in accordance with Dash's boarding priority:

1. Guests who are qualified individuals with disabilities, unaccompanied minors, or Guests traveling as qualified unaccompanied minors as defined in that section, will be the last to be involuntarily denied boarding if it is determined by Dash that such denial may constitute a hardship.
2. The priority of all other confirmed Guests will be determined by the order in which they check-in for a flight, denial commencing with those who checked-in last.
3. Consideration may also be given to other situations where, in Dash's sole discretion, a hardship may exist, the Guest is elderly, the Guest is traveling with an infant, or the Guest is suffering from a medical condition. Dash will not require Guests from whom a boarding pass has been collected and accepted by the gate agent, and who is seated onboard the aircraft, to give up their seat for any reason other than safety and security.

c. Involuntary Denied Boarding and Compensation. Guests denied boarding involuntarily due to Oversold Flights shall be compensated by Dash through offer of free Dash tickets, or other compensation, in an amount determined in Dash's sole discretion. Exceptions: A Guest denied boarding involuntarily from an Oversold flight shall not be eligible for denied boarding compensation if: (1) the Guest holding a Ticket for confirmed reserved space does not comply fully with the requirements in this Contract of Carriage regarding ticketing, check-in, re-check procedures and acceptance for transportation; (2) the Guest is denied boarding because the flight is cancelled; (3) the Guest is denied boarding because a smaller capacity aircraft was substituted for safety or operational reasons; (4) on a flight with 60 seats or less, the Guest is denied boarding due to weight/balance restrictions when required for operational or safety reasons; (5) the Guest is offered accommodations in a section of the aircraft other than specified on the ticket at no extra charge; (6) the Guest is accommodated on alternate

transportation at no extra cost which is scheduled to reach the Guest's next stopover (if any) or final destination within one hour of the planned arrival time of the Guest's original flight; (7) the Guest is an employee of Dash or another carrier or other person traveling without confirmed reserved space; (8) the Guest does not present him/herself at the boarding location for boarding within the times specified in this Contract of Carriage for boarding cut-off times No Guest will be eligible for compensation if the ticket was issued for free or reduced rate employee-industry travel.

d. Transportation and Amenities for Guests Denied Boarding. When Dash is unable to provide previously confirmed space due to an Oversold Flight (whether the denied boarding is voluntary or involuntary), Dash will, at its election and in collaboration with the Guest, arrange one of the following listed below. Except to the extent provided by local laws, Dash shall not be liable beyond that which is provided herein.

1. Dash Flight. Transport the Guest on the next Dash flight on which space is available.
2. Substitute Carrier Flight. Reroute the Guest over the lines of another carrier with whom Dash has agreements for such transportation.
3. Alternative Ground or Sea Transport. When other options via air are not available, provide alternative transportation via ground or sea with vendors with whom Dash has agreements for such transportation.
4. Refund. Refund the unused portion of the ticket, including the unused portion of the fare, taxes and any prepaid optional services (regardless whether the ticket as originally purchased is refundable or non-refundable), when no substitute transportation is provided, or it is offered but unacceptable to the Guest.
5. Connections. Dash does not maintain agreements with other airlines and cannot be responsible for missed connections.
6. Amenities. Additionally, amenities for protracted delays or irregularities necessitating overnight stays may be offered at Dash's discretion. Such amenities may include lodging, meals, ground transport to access to lodging/meals, and/or special services necessary to maintain the safety and welfare of certain Guests (such as qualified individuals with a disability, unaccompanied minors, and the elderly).

e. Limitation of Liability. Acceptance of compensation for voluntary or involuntary denied boarding in whatever form constitutes full compensation for any and all damages arising as a result of Dash's failure to provide the Guest with confirmed reserved space. By accepting such

compensation, the Guest will be deemed to have waived any and all claims or actions against Dash in connection with Dash's failure to provide such transportation. Dash shall in no case be liable for punitive, consequential or special damages arising out of or in connection with Dash's failure to provide the Guest with confirmed reserved space.

13. Substitute or Other Transportation

a. Substitute Transportation. In accordance with provisions within this Contract of Carriage, particularly when it is necessary to mitigate Guest inconvenience due to schedule changes or operational irregularities, Dash may arrange for and offer substitute transportation on an alternate airline, or via an independent water or ground transportation company. Such substitute transportation may or may not include other non-air services such as accommodations or meals. In acceptance of such substitute transportation or services, the Guest agrees that any such service is performed by independent operators. Anything done by an employee, agent or representative of Dash in facilitating a Guest's transportation by alternate means shall in no way make Dash liable for the acts or omissions of such independent carrier. In making such arrangements, regardless of the method or responsibility of payment therefor, Dash acts only as the Guests' agent in doing so and the terms and conditions of the third party service provider will apply.

b. Ground Transfer Service. Dash may offer for sale and/or facilitate ground transfer service as an extension of our flight schedule. Except where ground transfer service is directly operated by Dash, it is agreed by the Guest accepting such transportation that any such service is performed by independent operators. Anything done by an employee, agent or representative of Dash in assisting the Guest in making arrangements for such independent ground transfer service, regardless of the method or responsibility of payment therefor, shall in no way make Dash liable for the acts or omissions of such independent operator. No portion of the air transportation fare shall be refundable in the event local ground services are not used by the Guest.

14. Screening of Guests and Baggage.

Guests and baggage are subject to security screening which includes but is not limited to security profiling, physical pat-downs and inspections, x-ray screening, manual bag searches, questioning and the use of electronic, chemical or other detectors. This screening may occur in the sole discretion of the government, airport or Dash and with or without the Guest's presence, consent or knowledge. Dash is not liable for any damage, loss, delay or injury arising out of security screening.

15. Consent to Use Personal Data

Upon booking a ticket for transportation, purchasing other services, or participating in any Dash program or service (such as a loyalty program) the Guest authorizes Dash and its affiliates (if any) 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, and government agencies, for their use, processing and retention, any and all personal data you provide when Dash believes in good faith that it is in the interests of aviation security or that disclosure is otherwise necessary or advisable or as Dash 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; participating in a loyalty program; 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; Guest relations; sales and marketing; promotions for Dash and/or its affiliates goods and services and third party goods and services; statistical analysis; developing and tailoring current and future services; facilitating travel, 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 Guests, 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 Dash and/or its affiliates. This documentation applies to your booking and specifies how your Personal Data is collected, stored, used, disclosed and transferred. If a Guest wants to learn more about Dash's Privacy Policy, it may be viewed at www.flydashair.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.

16. Remedies for Violation of Contract

When a ticket is purchased and used in violation of this Contract of Carriage or any fare rule as filed with Darwin, Dash has the right in its sole discretion to take all actions permitted by law, including but not limited to, the following:

- a. Invalidate the ticket;
- b. Cancel any remaining portion of the itinerary;
- c. Confiscate any unused flight coupons;
- d. Refuse to board the Guest;
- e. Require additional collection for the actual ticket value. This value is the difference between the lowest fare applicable to the Guest's itinerary and the actual fare paid;
- f. For Dash loyalty programs, revoke benefits or accrued mileage in Frequent Flyer accounts; and,
- g. Take legal action with respect to the Guest.

17. Right of Dash to Change the Terms of the Contract

Dash reserves the right to change the terms of this contract, flight schedules, and fares without notice; provided that no such change will apply to tickets issued prior to the effective date of such change.