



GENERAL CONDITIONS OF CARRIAGE

Effective as of 19 February 2020

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1. DEFINITIONS

Agreed Stopping Places means those places, except the place of departure and the place of destination, set out in the ticket or shown in the Carrier's timetables, as scheduled stopping places on the passenger's route.

Airline Designator Code means two characters which identify air carriers.

Authorized Agent means a passenger sales agent who was appointed by the Carrier to act on the behalf of the Carrier in the sales of air passenger transportation.

Baggage means personal possessions packed in cases for travel. Unless otherwise specified, it includes checked and unchecked baggage.

Baggage Check means those portions of the ticket, that are related to the carriage of the passenger's checked baggage.

Baggage Identification Tag means a document issued exclusively for the identification of the Checked Baggage.

Booking code is the number code made of several figures, which the passenger or the authorized agent obtained upon the completion of the operation of booking/sale of the electronic ticket. Such code shall only be valid for passenger's identification in the booking system for the requested flight.

Carrier includes HiSky Air Company, which issued the ticket for the passenger and/or his/her baggage carriage and undertakes to perform any other services related to the air carriage.

Checked Baggage means the baggage delivered to the airline for transportation in the hold of the aircraft. For this type of baggage, a Baggage Identification Tag is issued. The checked-in baggage includes any object which was weighted, labeled and stowed in the aircraft hold.

Check-in is the time necessary for the processing of travel documents, the labeling of checked-in baggage and the issuance/delivery of the Boarding Pass.

Child – the passenger aged between 2 and 12 years with a separate seat on board and fare discount depending on the fare rules.

Code-sharing is a marketing arrangement in which an airline places its designator code on a flight operated by another airline and sells tickets for that flight.

Code-share flight is the flight operated in code-sharing system.

Conditions of Contract means the provisions included in or delivered along with the Electronic Ticket, which include a reference to some of these General Conditions of Carriage and notice.

Convention means whichever of the following instruments:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);
- the Warsaw Convention as amended at The Hague on 28 September 1955;
- the Warsaw Convention as amended by Additional Protocols Nos.1 , 2 and 4 of Montreal (1975);
- the Guadalajara supplementary Convention (1961);
- the Montreal Convention (1999).

Damage includes death or injury of a passenger, loss or theft of the checked-in baggage or the lack of the contents thereof or another type of damage arising from or in connection with the carriage or other secondary services performed by HiSky company.

Days mean calendar days. For the purpose of notification, the day on which the notice is given shall not be counted.

For the purpose of establishing the validity period of the Electronic Ticket, the day upon which the travel starts shall be taken into consideration.

Electronic ticket means the document issued by or on behalf of Carrier that includes the Conditions of Contract, notices and Coupons, passenger's name, route on which the passenger will travel, number of the flight, date, tariff, charges etc.

Euro means the currency unit adopted by the European Communities in accordance with Articles 207 and 209 of the Treaty of Rome.

Excess baggage means the baggage exceeding the maximum admissible weight/dimensions specified on the ticket.

Flight Coupon means that portion of the ticket issued by, or on behalf of the airline, that entitles a passenger to fly on a flight.

Force Major means unusual and unforeseeable circumstances beyond the control of the passenger and/or Carrier, the consequences of which could not have been avoided, even if all precautionary measures had been taken.

Infant means a person aged between 0 and 24 months. No seat is given to an infant, who must always be accompanied by an adult. An adult may accompany only one infant.

Involuntary Refund means a refund of an unused ticket or portion thereof due to the reasons beyond the control of the passenger, as specified in Article 10, paragraph 10.2 of these Conditions of Carriage.

Itinerary means the electronic ticket bought for a passenger. It contains one way or round-trip ticket.

Passenger means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a flight ticket.

Personal data means any information about an identified or identifiable individual ("the data subject"). An identifiable individual is a person who can be identified, directly or indirectly, in particular by reference to an identifier (for example: name, identification number, location data, online identifier), or by reference to one or more specific elements, of its physical, physiological, genetic, psychic, economic, cultural or social identities.

Reservation, which is equivalent to the term "booking", means the allotment in advance of seating for a passenger, and of space or weight capacity for baggage.

Stopover means a deliberate interruption of the journey by the passenger at a point between the place of departure and the place of destination.

Tariff means the published fares, charges and/or related conditions of carriage of an airline filed, where required, with the appropriate authorities.

Unaccompanied minor (UMNR) means any citizen of the Rep. of Moldova, aged between 5 and 18 years, or any non-Moldavian person between 5 and 12 years, who travels without being accompanied by an adult.

Unchecked baggage means any baggage of the passenger other than checked baggage, transported under his/her responsibility.

Website means the Internet pages www.hisky.md or www.hisky.aero provided by us in order to enable you to make online bookings.

Voluntary Refund means a refund of an unused ticket or portion thereof other than an involuntary refund. It's made in accordance with the fare rules.

2. APPLICABILITY OF GENERAL CONDITIONS OF CARRIAGE

2.1 General conditions

2.1.1 These General Conditions of Carriage are the conditions of carriage of HiSky Air Company and

apply to the carriage of all passengers and their baggage only on those flights, or flight segments, where HiSky is designated as carrier.

The Terms and Conditions of Carriage specified on the Electronic Ticket, Flight Coupons, Baggage Identification Tags or any other travel document accepted by HiSky shall be a part of these Terms and Conditions of Carriage.

2.1.2 These Conditions of Carriage also apply to reduced fare carriage, except to the extent that carrier has provided otherwise in the relevant contracts or tickets.

2.2 Charter flights

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise in the charter agreement.

2.3 Effectiveness

All carriage shall be subject to Carrier's General Conditions of Carriage and Carrier's tariff regulations in effect on the date of issue of the ticket or, if such date cannot be ascertained, on the date of commencement of carriage covered by the first flight coupon of the ticket.

2.4 Overriding law

These Conditions of Carriage are applicable unless they are inconsistent with Carrier's Tariffs or applicable law, in which event such Tariffs or laws shall prevail. If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

2.5 Right of prevalence

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other Carrier's regulations, dealing with subjects, these Conditions of Carriage shall prevail.

2.6 Change of conditions

HiSky reserves its right to change the terms and conditions of carriage, with the preliminary notification of these changes by publishing them on the website.

3. TICKETS

3.1 General rules

3.1.1 The ticket constitutes the evidence of the contract of carriage between Carrier and the passenger. HiSky shall transport only the passenger whose name is specified on the electronic ticket. The passenger must hold an identity document according to the destination.

3.1.2 A ticket is not transferable. If a ticket is presented by someone other than the person entitled to be carried, the carrier shall not be liable to the person so entitled if in good faith it provides carriage or makes a refund to the person presenting the ticket.

3.1.3 The ticket will be issued only upon full payment of the applicable fare. Some tickets are sold at discounted/reduced fares, which may be partially or completely non-refundable. The passenger should choose the fare best suited to his / her needs.

3.1.4 A person shall not be entitled to be carried on a flight unless he presents a ticket valid and duly issued in accordance with Carrier's practices, and which contains the flight coupon valid for that flight.

3.1.5 Passenger is solely responsible to check that he/she has received the payment confirmation and itinerary on the e-mail address provided, otherwise the airline must be contacted. HiSky takes no responsibility if the passenger shows up for a flight for which he/she has not received a confirmation and, consequently, he/she is denied boarding.

3.2 Ticket's validity

A ticket is valid for one year from the first travel occurring within one year from the date of issue.

A ticket issued at a special fare is valid for carriage only for the period and subject to the conditions as notified by Carrier in its tariff regulations.

17.3 Sequential use of flight coupons

3.3.1 Carrier will honor flight coupons only in sequence from the place of departure, as shown on the ticket. The ticket will not be honored and will lose its validity if all the coupons will not be used in the sequence provided in the ticket.

In particular, the ticket does not entitle the passenger to start his journey at any of the specified stopover points if the first coupon for an international flight has not in fact been used for transportation.

3.3.2 The passenger wishing to change any aspect of his itinerary shall contact Carrier in advance. In case of request to ignore the sequential use of flight coupons, unused flight segments remain non-refundable.

Should the passenger be required to change any aspects of his itinerary due to Force Major, he shall contact Carrier as soon as practicable and Carrier will use reasonable efforts to transport the passenger to his next stopover or place of destination, without recalculation of the fare. Carrier will only do so if the passenger has given evidence to Carrier for passenger's force major.

3.3.3 Each flight coupon will be accepted for carriage in the class of service specified therein on the date and flight for which space has been reserved.

3.4 Carrier's name

Carrier's name may be abbreviated in the ticket.

4. TARIFFS, CHARGES AND OTHER EXPENSES

4.1 General

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise stated.

Tariffs do not include land transport services to/from the airport or between airports. Your tariff shall be calculated according to our Tariffs valid on the day of payment of the Electronic Ticket in order to travel on the day and route specified on it.

4.2 Fare categories

HiSky offers four service packages:

a) **BASIC***:

Lowest available fare for the selected flight(s).

- Free online check-in is available 24 hours before flight;
- Check-in at the airport for 10 Euros;
- 1 (one) free cabin bag of maximum 8 kg and size of 40X30X20 cm;
- Free fare lock is permitted just for 30 minutes.
- Basic fares are non-changeable and non-refundable.

b) **CLASSIC***:

The most convenient fare for the selected flight(s).

- Free on-line check-in, available 24 hours before departure;
- Free airport check-in;
- 1 (one) free cabin bag of maximum 8 kg, and size of 40X30X20 cm;
- 1 (one) free small checked-in baggage of maximum 10 kg, and summary dimensions of 115 cm;
- Free Fare lock for 6 hours, if the reservation is made less than 3 days before flight; and for 24 hours, if the reservation is made more than 3 days before flight.

- Rebooking in the same booking class and the same fare category before date of travel costs 50 Euros; during or after date of travel – 70 Euros.

c) **PREMIUM***:

- Free on-line check-in, available 24 hours before departure;
- Free airport check-in;
- 1 (one) free cabin bag of maximum 8 kg, and size 40X30X20 cm;
- 1 (one) free checked-in baggage of maximum 20 kg and summary dimensions of 158 cm;
- Free Fare lock for 24 hours, if the reservation is made less than 3 days before flight; and for 36 hours, if the reservation is made more than 3 days before flight;
- Rebooking in the same booking class and the same fare category before date of travel costs 30 Euros; during or after date of travel – 50 Euros.

d) **PREMIUM PLUS***:

The most advantageous fare for the selected flight(s).

- Free on-line check-in, available 24 hours before departure;
- Free airport check-in;
- 1 (one) free cabin bag of maximum 8 kg and size 40X30X20 cm;
- 1 (one) free large cabin bag of maximum 10 kg and summary dimensions of 115 cm and 1 (one) free checked-in baggage of maximum 20 kg and summary dimensions 158 cm;
- The possibility to select the seat free of charge;
- Free Fare lock for 24 hours, if the reservation is made less than 3 days before flight; and for 36 hours, if the reservation is made more than 3 days before flight;
- Rebooking in the same booking class before date of travel is free; during or after date of travel – 20 Euros.
- Free refund before date of travel.

**The packages described above are available for all flights operated by HiSky.*

4.3 Applicable fares

Applicable fares are those published by Carrier or, if not so published, constructed in accordance with Carrier's tariff regulations.

Should the passenger change his itinerary or dates of travel, this may impact the fare to be paid. When the amount that has been collected is not the applicable fare, the difference shall be paid by the passenger.

4.4 Routing

Unless otherwise provided in the Carrier's regulations, fares apply only to routings published in connection therewith.

4.5 Taxes, fees and charges

Applicable taxes, fees and charges imposed by governments or other authorities or by the operator of the airport will be in addition to the otherwise applicable fares and shall be payable by the passenger to the extent they are not already included in the fare.

Upon the payment of the Electronic Ticket, passenger will be informed of the charges and overcharges which are not included in the tariff, most of them being specified separately on the Electronic Ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of ticket issuance.

If a new tax, fee or charge is imposed even after ticket issuance, or there is an increase in a tax, fee or charge shown on the ticket, passenger will have to pay it.

4.6 Currency

To the extent the applicable law permits, fares, taxes, fees and charges are payable in any currency acceptable to Carrier. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange established for such purpose by the Carrier.

4.7 Payment conditions

Please see the form of payments below:

1. Cash – in the travel agencies with the ticketing authority from HiSky.
2. Credit card – online on www.hisky.md, via HiSky Customer Service or in the travel agencies (online travel agencies) with the ticketing authority.

Payment for HiSky air tickets can be made online or via the payment link provided by the Customer Service. Payment is accepted using VISA or MASTERCARD.

Transactions are processed under maximum security conditions.

The card may be in any international currency. Cards issued by any bank in any country are accepted.

To pay for the ticket, please enter the card holder's data (it may differ from the passenger's data), card number, expiration date and CVV code of your card. CVV is a 3-digit security code printed on the back of the card. The number usually is printed with italic font in the same area with your signature. Some cards do not have this code printed; in this case you can find the code by calling the bank phone number shown on your card.

If the payment cannot be processed, please read the error message - here you will find details about the cause of the transaction cancellation. Usually, payment cannot be processed for 3 reasons:

- Insufficient funds on card;
- Card number, expiration date, or CVV code were entered incorrectly;
- The card is not yet activated by the bank or the card is blocked.

To check the status of your card please call the phone number shown on the card. The customer support of most banks works non-stop - 24/24.

After processing the payment, the itinerary receipt will be sent to the email address entered in the booking. Confirmation of the ticket is processed at the time of ticket payment. The confirmation message will be sent to your e-mail within maximum 15 minutes from the payment transaction.

4.8 Administrative fees

All administrative fees, special services fees, as well as the fees resulted from changing a booking are not refundable.

4.9 Payment of fares, taxes and charges

The carrier cannot be obliged to transport the passenger, and may refuse onward carriage of a passenger or his/her baggage, if the applicable fare or any charges or taxes payable have not been paid.

5. RESERVATIONS

5.1 Reservation conditions

Reservations are recorded at Carrier's offices and at authorized agents. The confirmation of the reservations will be subject to seats availability. A booking for a certain flight is confirmed through the issuance of a Confirmation Code. Such confirmation shall be made in writing or by e-mail in case of telephone bookings. In case of on-line bookings, the Confirmation Code shall be listed on the screen, at the end of the transaction.

5.2 Ticketing time limits or fare lock

Carrier may cancel a reservation without notice if a passenger has not paid for the ticket prior to the specified ticketing time limit, as advised by Carrier or its authorized agent.

5.3 Passenger personal data

5.3.1 The passenger recognizes that personal data have been given to Carrier for the purposes of making a reservation, purchasing a ticket, obtaining ancillary services, facilitating immigration and entry procedures and making available such data to government agencies, in connection with his travel. Carrier is further authorized to transmit such data for such purposes to its own offices, its authorized agents, other carriers, the providers of ancillary services or government authorities, in whatever country they may be located.

5.3.2 Personal data is processed by HiSky for use for the following purposes: complete the booking, purchase and issuance of the ticket, transportation and related services, accounting, invoicing and audit (including verification of credit cards or other cards), to facilitate border and customs control procedures, for safety, security, health, administrative and legal purposes, for statistical and marketing analysis, for testing our own system, its maintenance and development, to develop and deliver services, and to improve customer service.

5.3.3 Personal data processed under a contractual obligation are retained for specified periods of time that can be viewed in the Company's Privacy Policy. After the expiration of these time periods, processed personal data will be erased / destroyed.

5.3.4 Passenger's personal data is processed by HiSky and communicated to certain contractual partners for the provision of contracted services, such as HiSky offices and branches, authorized agents, credit companies and card issuers, government agencies processing data, and other companies that are involved in the transportation of the passengers concerned, but only for the purposes set out above.

5.3.5 Passenger data will be disclosed to public authorities upon request, in accordance with applicable law.

5.4 Seating

5.4.1 The carrier will endeavor to honor advance preferred seating assignments. In case an aircraft change occurs, or an aircraft with a configuration different from the one available at booking time, HiSky reserves the right to modify the passenger's seat selection initially chosen at booking time. The passenger will have a new seat assigned at check-in time. The carrier also reserves the right to change such seat assignments, even after boarding the aircraft, for operational, safety or security reasons.

5.4.2 Passenger can reserve a specific seat on the aircraft along with the ticket, paying a fee as follows:

- Seats in the 1st row - 30 Euros;
- Seats in the 2nd row and emergency (rows 12-13) - 25 Euros;
- Seats in the 3rd and 4th rows – 20 Euros;
- Seats in the rows 5-7 - 10 Euros;
- Seats in any of the rows not mentioned above cost 5 Euros.

5.4.3 If there are passengers who have paid for preferential seats, but for operational, safety or flight security purposes, they could not benefit from them, being reallocated to a place with a lower tariff class than the one initially chosen, the air carrier will reimburse the fee paid for the preferential seats. As an exception to the above-mentioned rule, the fee paid for the preferential seat will not be reimbursed to the passengers who paid this tax even though they did not have the right to travel in those seats.

The passengers who are not allowed to be seated on emergency row seats:

- Special Needs Passengers;
- Deportees and Inadmissible passengers (denied entry at destination);
- Adults travelling with infants;
- Passengers traveling with pets;
- Passengers under 18 years old travelling alone as UMNR (unaccompanied minors).

5.5 Cancellation of onward reservations

If a passenger does not show up for a flight, without advising the carrier in advance, the carrier may cancel the onward and/or return reservations. However, if the passenger advises the carrier in advance, the carrier will not cancel passenger's subsequent flight reservation. In such cases, the unused flight segments remain non-refundable.

6. CHECK-IN AND BOARDING

6.1 General information

6.1.1 The passenger shall arrive at Carrier's check-in location and boarding gate not later than 3 (three) hours before departure time, in order to permit completion of any departure formalities, sufficiently in advance of flight departure.

6.1.2 The fulfillment of the travel conditions is a responsibility that rests solely with the passenger. Passengers that are not present in time for boarding, for any reason, or lacking the necessary travel documents, are considered no-show.

Check-in counters open 3 hours before the flight and close 60 minutes before the time set for takeoff.

Even if the aircraft is positioned on the ground, for security reasons, the carrier will not accept on board passengers who have not arrived in the hours mentioned in this article.

6.2 Obligations upon check-in

Upon check-in the passenger has the obligation to show his/her ticket, a valid identity document, identity card or passport (as the case may be), the checked-in baggage to be weighed, and the carry-on baggage in order to verify whether it does not exceed the weight and size-related limits.

6.3 Travel documents

Passenger has the responsibility to obtain, hold and submit all entrance, exit and health documents or other documents required by laws, rules and instructions, in order to travel to/from certain countries. HiSky reserves its right to refuse for travel any passenger whose documents are not according to the laws, rules or instructions regarding the travel.

Passenger is fully responsible for the situations when the customs authorities in the country of destination refuses his/her access on the territory and compel HiSky to take passenger back to the place of departure.

6.4 Boarding formalities

After check-in the passenger will be informed of the place and time of boarding, in order to fulfill the customs and embarkation formalities. To avoid any doubt or delays, the passenger must pay attention to the announcements displayed and made at the airport.

6.5 Priority check-in

HiSky provides passengers with the priority check-in service whereby the passenger who purchased the service can check-in before other passengers. Passengers can purchase this service for a fee in amount of 5 Euros per passenger. This service is available in Chisinau airport only.

6.6 Fines, penalties, detention costs etc.

If HiSky has the obligation to pay fines, penalties or other expenses because the passenger did not observe the laws, regulations, orders or other travel-related requirements in the countries of destination or of departure, the passenger has the obligation to pay the airline back any costs or expenses incurred for such purpose. In order to recover such costs or expenses, HiSky may take into consideration the value of any transport which the passenger did not use or any other funds in airline's possession.

7. SPECIAL ASSISTANCE, REFUSAL AND LIMITATION ON CARRIAGE

7.1 HiSky Company reserves its right to refuse passengers' carriage in the following situations:

- such action is necessary in order to comply with any applicable government laws, regulations or orders of any state to be flown from, into or over;
- the carriage of the passenger and his baggage may endanger or affect the safety, health or materially affect the comfort of other passengers or crew;
- the conduct, age or mental or physical state of the passenger is, or reasonably seems to be such as to: require special assistance of Carrier which Carrier cannot reasonably provide; cause discomfort or make himself objectionable to other passengers or involve any hazard or risk to himself, to passengers, to crew or to property;
- the passenger has failed to observe any instructions of Carrier or he has refused to submit to a security check by Carrier or any airport or government official;
- the passenger failed to pay the tariffs, charges or overcharges related to the flight, valid on the travelling date;
- the passenger fails to observe flight safety and security instructions;
- the passenger threatens or insults the members of the crew or carrier's ground staff;
- the passenger does not appear to have valid travel documents, may seek to enter a country through which he may be in transit, or for which he does not a valid entry document, destroy his travel documents during flight or refuse to surrender his travel documents to the flight crew, against receipt, when so requested;
- the ticket presented by the passenger:
 - has been acquired unlawfully or has been purchased from an entity other than the issuing carrier or its authorized agent;
 - has any flight coupon either altered by anyone other than the Carrier or its authorized agents, or mutilated;
 - the passenger has failed to comply with the requirements set concerning coupon sequence and use;
 - the person presenting the ticket cannot prove that he is the person named in the "NAME OF PASSENGER".

7.2 Denied Boarding attributable to the air carrier

In the event the air carrier is forced, for various reasons, to deny the boarding of a passenger who holds a valid travel ticket, the air carrier will act in accordance with the relevant legislation, providing immediately the passengers concerned with compensation and the possibility to choose between:

a) reimbursement of the full cost of the ticket at the price at which it was bought, for the unused part or parts of the journey, or

b) re-routing, under comparable transport conditions operated by HiSky either at the earliest opportunity or later, at the passenger's convenience, subject to availability of seats.

In the case of paragraph (a), the passenger may choose to be reimbursed in the form of additional services provided by the air carrier, vouchers or credit.

7.3 Special assistance

The carriage of unaccompanied children, passengers with reduced mobility, pregnant women, and other passengers requiring special assistance shall only be performed with the Carrier's prior consent (at least 48 hours before flight).

7.4 Unaccompanied minors

The Air company HiSky accepts for carriage children unaccompanied by an adult (UMNR).

HiSky will consider unaccompanied minor (UMNR) all Moldavian citizens, aged between 5 and 18 years, who travel unaccompanied by an adult, and unaccompanied minors, other nationalities - aged between 5 and 12 years.

The Unaccompanied minors pay a fee of 40 euro per person, per flight segment. For the situations in which the passengers of other nationalities than Moldavian, aged between 13 and 18, request assistance in the airport, the fee for unaccompanied minors will be paid.

The unaccompanied minors can travel only on direct flights.

In order to observe these requirements and restrictions and to perform all the formalities for the carriage of unaccompanied children, the parents or legal tutorials must contact the air carrier in advance.

7.5 Assistance for passengers with reduced mobility

Given the principle of social inclusion and non-discriminatory treatment, disabled people and those with reduced mobility will receive the necessary assistance according to their special needs without being charged any additional fees.

HiSky assumes and guarantees carriage of disabled or reduced mobility passengers, on the condition that a notification of the special assistance is given at least 48 hours before the published departure time of the flight.

In order to provide the passenger with the best assistance during the trip, it is highly recommended to notify the company about any special assistance request, but no later than 48 hours before departure.

If it is necessary to use a recognized assistance dog, valid documents must be provided, and a notification must be sent and confirmed by HiSky, at least 48 hours before the published departure time. The assistance dog is embarked in the cabin. The owner of the dog assumes the obligation to comply with specific national law of the country of destination and with applicable internal rules on the transport of assistance dogs on board the aircraft. The assistance dog is accepted on board without additional fees.

If the airline is notified at least 48 hours before the flight that for a person with reduced mobility, the transport of up to two pieces of mobility equipment, including electric wheelchairs is needed, HiSky

assumes their transport subject to possible limitations of space on board the aircraft, and subject to the application of relevant legislation concerning dangerous goods. The transport is done at no extra charge.

7.6 Refusal of carriage of disabled people and people with reduced mobility

HiSky company may refuse boarding and carriage of a disabled person or person with reduced mobility, in order to meet applicable safety requirements established by international or national law or in order to meet safety requirements established by the authority that issued the air operator's certificate to the air carrier concerned, or if the size of the aircraft or its doors makes the embarkation or carriage of that disabled person or person with reduced mobility physically impossible.

7.7 Pregnancy special conditions

Providing the passenger's pregnancy has been without complications, there is no problem flying without medical certificate whilst pregnant until the 28th week. A special form must be completed in the airport, stating the fact that the expectant mother is under 28 weeks of pregnancy.

The passengers (i.e. the expectant mothers) who are between 28 and 36 weeks of pregnancy can travel only if a medical certificate is presented at the airport, certificate issued within 10 days before the date of travel and containing the following information: the estimated date of delivery, the confirmation that pregnancy is without complications, the complete name and telephone number of the doctor. The medical certificate must state that the respective passenger can travel by plane.

HiSky cannot accept on board a pregnant woman over 36 weeks of pregnancy.

8. BAGGAGE

8.1 Items unacceptable as baggage

8.1.1 The passenger must not include in his baggage:

- a) items which are likely to endanger the aircraft or people, or property on board, such as those specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and in the regulations of the International Air Transport Association (IATA) (further information on this subject is available from Carrier on request);
- b) items the carriage of which is prohibited by the applicable laws or regulations of any State to be flown from or to;
- c) items which in the opinion of Carrier are unsuitable for carriage by reason of their weight, size, shape or character;
- d) live animals, except as provided for in paragraph 8.9 of this Article.
- e) firearms, ammunition lethal or non-lethal, panopoly weapons, swords, daggers and side arms are not accepted for carriage as checked baggage.

8.1.2 The passenger will not carry in the checked-in baggage fragile or perishable items, objects with special value, such as money, jewelry, computers, personal electronic equipment, medicines, silvery, precious metals, securities, guarantees or other values, keys, business documents, passports and any other identity documents or samples.

The failure to observe such recommendation exonerates the carrier from any liability related to the loss, deterioration or destruction of the above-mentioned items, which may occur during handling or transportation.

8.2 Right to refuse carriage

The Carrier will refuse the carriage of the baggage that includes any of the items specified in paragraph 8.1 of this article and may refuse further carriage of any baggage on discovering that it consists of, or includes any of the restricted or forbidden goods.

8.3 Right of baggage search

For safety and security reasons, the Carrier may request the passenger to permit a search and scan to be made of his person and his baggage, and may search the passenger's baggage in his absence if the passenger is not available, for the purpose of determining whether he/she is in possession of any prohibited items or whether his/her baggage contains any items listed in paragraph 8.1. If the passenger is unwilling to comply with this request, the Carrier may refuse to carry the passenger and his/her baggage.

8.4 Checked baggage

8.4.1 The maximum allowed weight for the checked-in baggage is either 10 kg per piece (small checked-in baggage), 20 kg per piece (medium checked-in baggage), or 30 kg per piece (large checked-in baggage), according to the type of fare category each passenger has booked.

The baggage weight cannot be combined between two or more passengers.

8.4.2 The checked-in baggage will be charged according to the type of baggage included in the ticket, in the following way:

- Large cabin bag of 10 kg (115 cm) – 10 EUR;
- baggage of 20 kg (158 cm) – 20 EUR;
- baggage of 30 kg (203 cm) – 30 EUR;

8.4.3 For children up to 2 years old (Infants), a free checked-in baggage with the parameters 10 kg (115 cm) is accepted.

If a stroller of one or maximum two pieces is brought for the infant flying with an adult, it will be considered checked-in baggage, and transported for free.

8.4.4 For the transportation of sports equipment such as: golf, skiing, water skiing, which weight does not exceed 30kg/203 cm, 80 Euros charge will be paid per passenger, per flight segment. The sport equipment requires packaging in a transport-suitable casing.

8.4.5 The Checked-in Baggage shall be carried in the same aircraft as passenger. If this is not possible for reasons that do not depend on the airline, the carrier will have to carry it to the passenger's destination specified on the electronic ticket, as soon as possible.

8.5 Free baggage allowance

Passenger may carry some baggage free of charge, subject to the limitations and conditions contained in the fare category.

The free baggage allowance is calculated based on piece concept.

8.6 Extra baggage

If the passenger carries baggage exceeding the free baggage allowance, he/she will need to pay extra baggage fees.

Details concerning the fees are available at the Carrier's offices and its authorized agents.

8.7 Unchecked baggage

The baggage which the passenger carries on to the aircraft must fit under the seat, in front of the passenger, or in an enclosed storage compartment in the cabin, that is available for use by the passenger.

8.7.1 The passenger is entitled to have only one small carry-on baggage, which may not exceed 8 kg and the size of 40X30X20 cm. Purses/pouches and electronic devices (camera, laptop, tablet, etc.) must be placed in this baggage. Only products purchased in the airport from Duty Free shops, packed in sealed Duty Free bags, can be transported separately from the carry-on baggage.

8.7.2 Objects which the passenger considers not suitable for carriage in the cargo compartment (such as fragile musical instruments) will only be accepted for carriage in the cabin compartment, if the airline

was notified in advance and a permission was granted. The carriage of such objects may be charged for separately: the passenger must pay the equivalent amount of one seat in order to ensure the transport of the instrument in the cabin.

8.7.3 If a passenger holds at the boarding gate a baggage that does not comply with the designated weight and size of the hand luggage, the passenger will be charged for an additional urgent baggage, depending on its parameters.

The baggage will be assumed and transported as a checked-in baggage.

8.7.4 The check-in/boarding agents have the right and obligation to verify visually and by measurement and weighing of the carry-on baggage in order to ensure the strict compliance with these Conditions of Carriage.

8.7.5 Passengers who do not comply with the Conditions of Carriage for carry-on baggage may be denied boarding if they do not accept their baggage to be collected and transported in the aircraft hold. HiSky will not be held accountable for any damage caused by the passenger's refusal to comply with these conditions of carriage.

8.8 Collection and delivery of baggage

8.8.1 The passenger must retrieve his baggage as soon as it is available at destination. If the passenger does not retrieve it within a reasonable time, the Carrier may charge the passenger a storage fee. If the baggage is not claimed within 3 (three) months of the time it was made available, the Carrier may dispose of it, without any liability to the passenger.

8.8.2 The Carrier shall deliver baggage to the bearer presenting a baggage identification tag. The Carrier is under no obligation to ascertain that the bearer of the baggage identification tag is entitled to delivery of the baggage. Carrier is not liable for any loss, damage or expense arising out of, or in connection with its failure so to ascertain. Delivery of baggage will be made at the destination shown in the baggage label.

8.8.3 If a person claiming the baggage is unable to identify the baggage by means of a baggage identification tag, the Carrier may deliver the baggage to that person on condition that he establishes to Carrier's satisfaction his right thereto, and if required by Carrier, the person shall furnish adequate security to indemnify Carrier for any loss, damage or expense which may be incurred by Carrier as a result of such delivery.

8.8.4 The acceptance of the baggage by the bearer of the baggage identification tag, without written complaint at the time of delivery is the evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

8.9 Pets transportation

8.9.1 Pets can be transported to all destinations operated by HiSky, except Great Britain and Ireland.

8.9.2 The carriage of dogs and cats is subject to Carrier's approval, if such animals are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit. Such carriage may be subject to additional conditions specified by Carrier, which are available on request.

8.9.3 In the passengers cabin, it is permitted to carry small living animals belonging to the PET category (pet + cage in a total of maximum weight of 8 kg.) cats or dogs, in special cages with the maximum dimensions of 115 cm, the owner having the responsibility to transport the cage under the seat in front. In this case, the transportation is for 30 EUR charge/animal/ flight segment.

8.9.4 The passengers traveling with PET in the cabin must approach the check-in desk with all the documents to carry out the necessary formalities related to the PET transportation. The passengers traveling with PET are required to go to the check-in desk even if the online check-in was made and/ or passengers have no baggage to register.

8.9.5 In order to travel with a pet in an EU State, live animals must meet the following requirements:

- to be not younger than 7 Month;
- have a microchip implanted under the skin;
- have a health certificate;
- have a valid rabies vaccine, in accordance to the following EU legislation:
http://ec.europa.eu/food/animals/pet-movement/eu-legislation/non-commercial-eu_en
- have a passport for animals, issued by the veterinarian.

8.9.6 Guide dogs accompanying passengers with disabilities will be carried free of charge, in addition to the normal free baggage allowance, subject to the Carrier's conditions.

8.9.7 Acceptance of carriage of all animals is subject to the condition that the passenger assumes full responsibility for such animal and the necessary permits and certificates. The Carrier shall not be liable for injury or loss, delay, sickness or death of the animal if it is refused entry or passage through any country, state or territory (unless such damage has been caused by Carrier's negligence) and the person carrying the animal must reimburse Carrier for any fines, costs, losses or liabilities imposed or incurred by Carrier as a result.

8.10 Human remains transportation

8.10.1 Human remains are not acceptable for carriage on any passenger aircraft, for any destination.

8.10.2 Carriage of human ashes is acceptable subject to a prior arrangement.

9. SCHEDULES, DELAYS, CANCELLATIONS OF FLIGHTS

9.1 Schedules

HiSky operation schedule is the one published in the booking system, leaflets or other presentation forms. The flight times appearing in the schedule may be changed during the period comprised between the date of publication and the date on which passenger's travel is scheduled. Any amendment occurring in carrier's operation schedule shall be introduced in the booking system.

The Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown in the timetables or elsewhere are not guaranteed and form no part of this contract.

The Carrier may, without notice, substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of necessity.

Schedules are subject to change without notice.

Before confirming the reservation, the carrier will inform the passengers of the flight schedule in force on that date, which shall be printed on passenger's Electronic Ticket. If the passenger provides the carrier with all necessary contact details, HiSky Company undertakes to inform its passengers of any modification.

The Carrier will not be liable for errors or omissions in timetables or other publications of schedules and assumes no responsibility of the transfer tickets in connection with other carriers.

9.2 Flight delay or cancellation

In case of circumstances beyond its control (including, but not limited to meteorological conditions, force major cases, government orders or others), the Carrier may, without notice, cancel or delay a flight or previously confirmed space. If due to such circumstances the Carrier cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at a passenger's stopover or destination place, or causes the passenger to miss a connecting flight on which the passenger holds a reservation, the Carrier shall, at the passenger's option, either:

- carry the passenger, at the earliest opportunity, on another of its scheduled services on which space is available, without additional charge, and when necessary, extend the validity of his ticket, or
- refund within seven days on the place of ticket issue, of the full cost of the ticket at the price at which

it was bought, for the unused part or parts of the journey. The passenger may choose to be reimbursed in the form of additional services provided by the airline.

9.3 Denied boarding by overbooking

Unless other remedies have been provided by the Carrier to the passenger as here above stated, if Carrier is unable to provide previously confirmed space, it shall operate compensation to that passengers denied boarding, according to the applicable law and the Carrier's denied boarding compensation policy.

10. REFUNDS

10.1 General

If, on the part of the Carrier or at the request of the passenger, the carriage is not provided, refund for the unused ticket or unused portion thereof shall be made by Carrier according to the following paragraphs of this Article and pursuant to the relevant tariff regulations:

- a) Except as hereinafter provided for in this Article, the Carrier shall be entitled to make refund either to the person named in the ticket, or to the person who paid for the ticket, upon presentation of a satisfactory proof of such payment.
- b) A refund made to anyone presenting the passenger coupon or the passenger receipt and all unused flight coupons and holding himself out as a person to whom refund may be made, shall be deemed a proper refund and shall discharge Carrier from any liability and from any further claim for refund.

10.2 Involuntary refunds

If the Carrier cancels a flight, fails to operate a flight reasonably according to the schedule, fails to stop at a place to which the passenger is ticketed to stopover, the amount of the refund shall be:

- a) If no segment of the ticket has been used, an amount equal to the fare paid;
- b) If a segment of the ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used.

10.3 Voluntary refunds

If the passenger wishes a refund of his or her ticket for reasons other than those set out in paragraph 10.2 of this Article, the amount of the refund shall be:

- a) if no segment of the ticket has been used, an amount equal to the fare paid, less any service charges or cancellation fees;
- b) if a segment of the ticket has been used, an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any service charges or cancellation fees.

10.4 Right to refuse refund

- a) The Carrier is entitled to refuse a refund when application thereof is made after the expiry of the validity of the ticket;
- b) The Carrier may refuse the refund of a ticket which has been presented to Carrier or to Government officials of a country as evidence of intention to depart there from, unless it is established that the passenger has permission to remain in the country or that he/she will depart using another carrier or another means of transport.

10.5 Currency

All refunds will be subject to Government laws, rules and regulations of the country in which the ticket was originally purchased and of the country in which the refund is being made.

Subject to the foregoing provisions, refunds will normally be made in the currency in which the ticket was paid for or in another currency, according to the Carrier's regulations.

10.6 Credit/debit card charge

No credit/debit card charges or other forms of payment shall be paid back, except for the cases when the flight is cancelled by the air carrier.

10.7 Ticket refund process

- a) Voluntary refunds will be made only by the carrier which originally issued the ticket or by its agent if so authorized.
- b) Involuntary refunds will be made only by the carrier which originally issued the ticket or by its agent if so authorized with prior approval of the carrier.

11. BEHAVIOUR ON BOARD OF THE AIRCRAFT

11.1 If, in Carrier's reasonable opinion, the passenger behaves himself aboard the aircraft so as to endanger the aircraft, or any person or property on board, or obstructs the crew in the performance of their duties, or fails to comply with the instructions of the crew, including, but not limited to those with respect to smoking, alcohol or drug consumption, or behaves in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, Carrier may take such measures as it deems reasonably necessary to prevent continuation of such behavior, including restraint. The passenger may be disembarked and refused onward carriage at any point and may be prosecuted for offences committed on board the aircraft.

11.2 If, because of passenger's behaviour, the air carrier is forced to divert the aircraft to a destination that had not been previously established and compel the passenger to leave the aircraft, he/she shall pay to the carrier all the costs resulting further to such fortuitous landing and the potential penalties imposed on HiSky company by the authorities of the country where it landed.

11.3 For safety reasons, Carrier may forbid or limit operation aboard the aircraft of electronic equipment, including but not limited to cellular telephones, laptop computers, portable recorders, CD players, portable radios, electronic games or transmitting devices, radio-controlled toys and walkie-talkies.

Hearing aids and heart pacemakers are permitted.

12. CARRIER'S ARRANGEMENTS FOR ADDITIONAL SERVICES

The carrier does not operate or provide ground transfer services between airports or between airports and town centers. In cases where the Carrier does provide or operate such ground transportation for its passengers, these Conditions shall also apply thereto. Applicable charges for the use of transfer services operated by Carrier itself shall be paid by the passenger.

If the Carrier makes arrangements for the passenger with any third party to provide any services other than carriage by air, or issues a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so Carrier acts only as the passenger's agent. The terms and conditions of the third-party service provider will apply.

13. ADMINISTRATIVE FORMALITIES

13.1 General

The passenger is responsible for obtaining all required travel documents and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which he transits. The Carrier shall not be liable for the consequences to any passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands and travel requirements, rules or instructions.

13.2 Travel documents

The passenger shall present all exit, entry, health and other documents required by laws, regulations, orders, demands or other requirements of the countries concerned and permit Carrier to take and retain copies thereof or otherwise to retain the data contained in the relevant documents. The Carrier reserves the right to refuse the carriage of any passenger whose travel documents are not complete. The Carrier is not liable to the passenger's failure to comply with the requirements of these Conditions of Carriage.

13.3 Refusal of entry

The passenger will be responsible to pay the applicable fare whenever Carrier, or Government order, is required to return a passenger to his place of departure or elsewhere, owing to the passenger's inadmissibility into a country, whether of transit or of destination. The Carrier may apply to the payment of such fare any funds paid to Carrier for unused carriage, or any funds of the passenger in the possession of Carrier. The fare collected for carriage to the point of refusal or denied entry will not be refunded by the Carrier.

13.4 If in case of passenger's state of health the carrier deems that an emergency landing on the nearest airport in order to receive the necessary medical assistance is for passenger's interest, he/she will be liable for the payment of the medical expenses and the accommodation costs, for the future costs related to the carriage from the unplanned stoppage point to the final destination. HiSky Company recommends passengers to have a medical and transport insurance valid for the whole period of travel.

13.5 Passenger responsible for fines, detention costs, etc.

If Carrier is required to pay or deposit any fine or penalty or to incur any expenditure by reason of passenger's failure to comply with laws, regulations, orders, demands or other travel requirements or to produce the required documents, the passenger shall on demand reimburse to Carrier any amount so paid or deposited and any expenditure so incurred. Carrier may use towards such expenditure any funds paid to Carrier for unused carriage or any funds of the passenger in the possession of Carrier.

13.6 Customs inspection

If required, the passenger shall attend inspection of his baggage, delayed and/or undelayed and checked and/or unchecked, by Customs and/or other Government officials. Carrier is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with this requirement.

13.7 Security inspection

The passenger shall submit to any security control by Government or airport officials or by Carrier.

13.8 Government regulations

The carrier is not liable if it determines that what it understands or may reasonably understand to be applicable law, Government regulation, demand, order or requirement, requires that it refuses to carry a passenger.

13.9 Personal data

The passengers or clients agree that HiSky may use their personal data (name; mail address; phone number; etc), in order to make possible the electronic transaction and to store such information.

13.10 Successive carriers

The carriage to be performed by several successive carriers under one ticket, or under a ticket and any conjunction ticket issued in connection therewith is regarded as a single, it being understood that each Carrier is responsible only for the carriage it is performing on its own.

14. LIABILITY FOR BAGGAGE DAMAGES

14.1 The air carrier shall not be liable for the damages caused to the goods which must not be included in the Checked-in Baggage, including fragile or perishable items, items of a special value such as money, jewelry, precious metals, computers, personal electronic devices, documents, securities, or other goods, papers, passports and other identification documents or samples.

14.2 The carrier is not liable for any damages arising out from Carrier's compliance with any applicable laws, regulations, orders, demands or requirements imposed by any governmental body.

Liability of the carrier is limited only for damages occurred during carriage on flights or flight segments where the Carrier's designator code appears in the carrier box of the ticket issued for that flight or flight segment.

14.3 A Carrier issuing a ticket or checking baggage for the flights of another carrier does so only as agent for such another carrier. With respect to checked baggage, the passenger has the right of action against the issuing carrier or any other carrier who performed the carriage during which the damage occurred. The carrier is not liable for damage to unchecked baggage, unless such damage is caused by the Carrier's gross negligence, as proven by passenger.

14.4 Liability of the Carrier is limited only to the amount of proven compensatory damages. In no event the Carrier is liable for indirect, incidental or consequential damages.

14.5 Liability of the Carrier for any damages will be reduced by any negligence on part of passenger that causes or contributes to such damage, according to the applicable laws. Nothing contained herein shall affect the rights of the Carrier.

14.6 If the checked-in baggage is damaged during the air transport, for which has been performed an act of observation before leaving the restricted area of customs / baggage strips of the airport of destination and has been sent a written complaint, a compensation is given depending on the type of baggage, degree of damage and the calculated wear of it.

14.7 The carrier is not liable for superficial damages arising from the normal handling of registered handed over luggage, such as:

- loss / destruction of pulling / security straps;
- cuts and minor scratches, lint;
- damages caused by over loaded luggage;
- damages caused by the security control;
- loss / damage to elements attached to the luggage that were not provided by the manufacturer and do not affect the normal subsequent use of the luggage (padlock, name tags, straps, covers, etc.)

14.8 Liability as a result of failure to provide carriage

In other events than force major, the liability of Carrier for damages resulting from its failure to provide carriage, attributable to causes for which it is responsible, is limited to reimbursement of reasonable expenses of the passenger for accommodation, meals, communication and ground transportation to and from the airport up to the time when Carrier is able to provide transportation either on its own services or on the services of another carrier.

15. TIME LIMITATIONS ON CLAIMS AND ACTIONS

15.1 Notice of claims

15.1.1 For any irregularity (loss/ damage/ theft of baggage) the passenger must report to the Lost & Found Office, located in the airport, for the PIR (Property Irregularity Report) before leaving the airport. The PIR is not an official complaint; it is an internal document of the airline/ handling company used to identify the luggage.

If the checked-in baggage is damaged or does not arrive with the same flight as the owner, and if the passenger does not submit a report upon arrival, HiSky Company will disclaim responsibility.

15.1.2 No actions for damage to baggage shall be brought, unless the person entitled to delivery complains to Carrier at the latest within seven days from the date of receipt.

No actions for damage due to delay of baggage shall be brought, unless the person entitled to delivery complains to Carrier at the latest within twenty one days from the date on which the baggage has been placed at his disposal.

Every complaint must be made in writing and dispatched within the times aforesaid.

15.2 HiSky will not be held responsible for luggage mistakenly identified by another passenger. The passenger who mistakenly identified the baggage is responsible for all costs incurred by both passengers involved.

15.3 Lost luggage can only be received at the airport. Lost luggage cannot be delivered to the home of the passenger.

15.4 Limitation of actions

Any right to damage shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped.

6.1 Time of response to complaints

HiSky undertakes to reply to any type of complaints (to which all necessary documents / evidence has been attached) within 60 days of receipt.

To rule out any doubt, if the complaint is incomplete (the necessary documents / evidence attached to the complaint is incomplete), the above-mentioned term will run from the date HiSky receives the complete documents necessary to solve the complaint. Therefore, in order to settle all complaints amicably, and thus to reduce the number of cases pending before the courts, the passenger undertakes to respect the 60-day term before addressing any judicial authority. If the passenger chooses to have recourse to legal assistance from the initial stage of filling the complaint, the lawyer's fees will remain the sole responsibility of the passenger.

Complaints may be submitted by sending an e-mail www.hisky.md in any format that the passenger considers best, containing first and last name of passenger, booking number, number and date of flight, departure and arrival points, as well as the reason for claiming compensation.

16. INTERPRETATION

The titles of each Article of these Terms and Conditions of Carriage are for convenience only and may not be used for the interpretation of the text.

No agent, employee or representative of the Carrier has authority to alter, modify or waive any provision of these Conditions of Carriage.

17. CHOICE OF LAW AND JURISDICTION

Unless otherwise provided under the laws, government rules, orders or requirements in force:

- a) These Terms and Conditions of Carriage shall be governed by the laws of the Republic of Moldova;
- b) Any misunderstanding arising between the passenger and HiSky Company, in connection with or resulting from such carriage, shall be subject to the non-exclusive jurisdiction of the courts of the Republic of Moldova.