

## **TERMS AND CONDITIONS JETSMART DISCOUNT CLUB**

### **1. INTERPRETATION**

1.1. Terms not expressly defined in these Terms and Conditions will have the same meaning assigned to them in the General Conditions of the Contract for the Air Transport of Passengers and Baggage of JetSMART Airlines.

#### 1.2. Definitions

"JetSMART Discount Club" or "Club" refers to a JetSMART program for members who have voluntarily signed up for it and paid an annual membership, which entitles them to obtain certain discounts and access to promotions, as specified in these Terms and Conditions.

"General Conditions" are the general conditions of the JetSMART passenger and baggage air transport contract, in force at the time of the purchase of your ticket, which will be available on the JetSMART Airlines website.

"Member" means the person appointed as a member of the Discount Club of JetSMART in the Club membership application, once it has been accepted by JetSMART.

"Terms and Conditions" means the following terms and conditions, including any modifications that may be incorporated from time to time.

### **2. CLUB PARTICIPATION AND REGISTRATION REQUIREMENTS**

2.1. To become a Club Member you must meet the following requirements:

1. Be a natural person, older than 18 years of age;
2. Have a national identity document;
3. Provide an e-mail address and other information required in the Club registration process, and complete the process;
4. Read and accept these Terms and Conditions, together with the Privacy Policy. Acceptance will be expressed after reading the documents referred and accepting them by selecting the corresponding box that will be shown in the registration process at [www.jetSMART.com](http://www.jetSMART.com); and
5. Pay the annual membership fee of the Club.

2.2. To join the JetSMART Discount Club you must do it through our Web Site: Log in to [www.jetSMART.com](http://www.jetSMART.com), complete the "JetSMART Discount Club Registration Form" accept these Terms and Conditions and the Privacy Policy, and make the payment of the annual membership fee of the Club.

2.3. Once the application is submitted, JetSMART will confirm acceptance by giving immediate access to the benefits of the Club.

2.4. The user must provide accurate and truthful personal information when applying for membership in the Club and when applying for or using any Club benefit. Failure to comply with the above obligation may affect the use of Club benefits or even cause suspension or cancellation of membership.

2.5. The information provided by the user in accordance with the preceding paragraph will be handled by JetSMART in conformity with our Privacy Policy and applicable law.

2.6. The Club Member accepts and knows that JetSMART will communicate special offers, benefits and other information about the Club to the email address provided at the time of registration.

2.7. JetSMART may deny, suspend, or cancel membership to any person who has violated in any way the General Conditions or these Terms and Conditions, or who fails to comply with any of the requirements required to become a Club Member as indicated in these Terms and Conditions, or who allows or makes improper or fraudulent use of the benefits of the Club, without this giving rise to any claim by such member or third person.

### **3. PAYMENT OF THE MEMBERSHIP FEE**

3.1. Activation of Club membership is subject to JetSMART's receipt of actual payment of the annual membership fee.

3.2. Members will be informed of the cost of the annual membership fee at the time of application, as it varies from time to time.

3.3. Club membership fees are non-refundable and non-exchangeable for any other JetSMART service. Even if the benefits included in the Club subscription are not used, the membership fees will not be refunded.

### **4. MEMBERSHIP BENEFITS**

4.1. Annual membership in the Club entitles members to discounts on JetSMART published non promotional fares and prices. Together with the Club registration form you will be informed of the details of the minimum discounts in force at that date and the JetSMART services on which you will be able to use them.

4.2. Club discounts will not apply on promotional fares and on special flight or charter tickets.

4.3. Discounts on tickets for Club Members will only apply to tickets whose fare (excluding boarding fees) is higher than the minimum value established and informed at the time of

payment of the membership.

For domestic transportation within the Argentinian Republic, keep in mind that the price of the final fare, after applying the discount corresponding to a Club Member, may not be lower than the minimum reference fare established by the competent authorities, except in the case of round trip air tickets sold with more than THIRTY (30) days in advance.

4.4. Notwithstanding the foregoing, on the first purchase as a Club Member (including new Members who had previous membership which has expired) the maximum discount will be the total value paid for the annual membership of the Club. This restriction will not apply to the following purchases.

4.5. Club discounts are personal and non-transferable and are only applicable to the registered Member and the number of travel companion(s) allowed, depending on the type of membership in which they are registered. To be able to use the discounts (i) the name of the Member must appear on the reservation, as well as that of all accompanying persons to whom the discount will apply (they must necessarily appear on the same reservation as the registered Member); and (ii) the reservation must be done with your JetSMART user number. If there are more travel companions in your reservation than the number of beneficiary companions according to your membership, the Club discount will not apply to those companions exceeding that number, in which case the position in which each companion appears in the reservation will be used.

4.6. As a result, discounts will not be available to passengers for whom a separate booking has been done.

4.7. Discounts will not be available, refunded, or applied retroactively to reservations or purchases made prior to the beginning of membership.

4.8. In case of changes in the reservation of a flight or route, the value that the Member actually paid will be considered, without consideration of the discounts applied as benefit of the Club.

4.9. Club membership is non-transferable. The use of the benefits of the Club will require a user name and password of the registered Member, which will be their sole responsibility, and must be kept under their control. If the registered Member knows of unauthorized, irregular or fraudulent use of their membership in the Club, they must notify us immediately.

## **5. GENERAL RULES**

5.1. All promotions and offers offered by JetSMART are subject to the terms and conditions thereof. Unless JetSMART expressly indicates otherwise in writing, Club discounts shall not

be combined with other JetSMART offers or promotions.

5.2. Neither the Registered Member nor any third party may offer Club discounts, tickets and/or services purchased using the Club membership, for commercial purposes, neither for consideration nor for free, especially in auctions on the Internet or other Web platforms, written media, social networks, email, mobile phone applications, etc..

5.3. In the event of changes to the booking, the Registered Member must ensure that he remains a passenger on the booking at all times so that other Passengers on the booking can benefit from the Club's fares. If the registered Member no longer appears in the reservation, the normal fare will apply to all remaining Passengers and the difference in fare will have to be paid. Otherwise, we may cancel the reservation. Alternatively, one of the other Passengers in the reservation may join and become a Club Member in order to maintain the benefits of the Club for the remaining Passengers in the reservation.

5.4. The General Conditions apply to all bookings made or services purchased on our Website using Club membership.

5.5. It is your responsibility to keep your contact details up to date so that we can provide you with a better service. The Member acknowledges and agrees that they must inform JetSmart of any change in their contact details, which is why they are responsible for any allegedly harmful consequences that may arise from the out-of-date of such data.

5.6. Regarding subscriptions to the Club, payment of the annual membership and the use of the benefits of the Club, the right of withdrawal established in article 3 bis letter b of Law No. 19,496 on the Protection of Consumer Rights in force in Chile will not apply. In the case of purchases made by residents of Brazil on the website of that country, the right of withdrawal can be exercised, according to article 49 of Law 8.078 - Consumer Defense Code of that country.

## **6. DURATION AND TERMINATION**

6.1. Membership in the Club begins when we accept the application and the user makes the payment for the annual membership fee of the Club.

6.2. Membership is valid for 12 (twelve) months from the day we accept your application.

6.3. The registered Member may extend his membership by making a reservation or purchase during the month prior to the expiration date of the membership, together with the payment of the annual membership fee of the Club which will be reported to them on that date. If you extend your membership as specified above, the new 12-month term will begin on the day immediately following the expiration date of your previous membership.

6.4. If the membership expires, a new membership to the Club may be requested at any time during the purchase process on the website, paying the corresponding annual

membership fee of the Club valid at that time.

6.5. Once your membership has ended, been terminated or has expired, you will not be entitled to the benefits of the Club.

6.6. Club benefits and membership shall not be transferable among people alive and shall not be transferable by cause of death.

6.7. Membership will terminate for any of the following reasons:

1. Passing-away of the Club member;
2. Proven misuse of Club membership;
3. Providing erroneous or ineffective information by the user or registered Member;
4. Failure to comply with any of the responsibilities set forth in these Terms and Conditions;
5. Any action or omission involving any type of fraud against JetSMART or the Club, such as forgery, impersonation or identity theft, information tampering, etc.; and
6. Termination or closing of the JetSMART Discount Club.

In any of these cases and in the terms of the point 2.7 will be strict compliance with the law will be given and we will inform you of the early termination of your membership in the Club, through the appropriate channels. In the case of the last of the grounds (numeral "6"), you will be informed of the remaining term of your membership.

In the grounds set forth in paragraphs 2 and 5 JetSMART may suspend and / or cancel membership immediately, without prior notice.

## **7. INTERPRETATION AND MODIFICATION OF TERMS AND CONDITIONS**

JetSMART may modify these Terms and Conditions, complying with the regulations, and communicating to Members with at least 30 days prior to the effective date , through appropriate means, including, at least, the publication of information on [www.jetSMART.com](http://www.jetSMART.com).

An updated version of these Terms and Conditions will be available on the JetSMART website ([www.jetSMART.com](http://www.jetSMART.com)).

## **8. PRIVACY POLICY**

JetSMART has developed a privacy policy so that its customers and Club Members are aware, among other things, of the personal information JetSMART collects about them, how, with whom it is shared and for what purposes it is used, which are posted on the JetSMART website ([www.jetSMART.com](http://www.jetSMART.com)) (the "Privacy Policy"). Such Privacy Policy, once

accepted by the user, shall be deemed an integral part of these Terms and Conditions for all purposes.