

WEBSITE TERMS OF USE AND PRIVACY POLICY
JetSMART

Date of last update: October 25th, 2021

General

JetSMART is committed to transparency, security, and strict compliance with regulations regarding privacy and protection of personal data of our users and customers.

For the purposes of these Terms of Use of the website (www.jetsmart.com) (the "Website") and JetSMART privacy policy (hereinafter the "Terms of Use and Privacy Policy"), the term "JetSMART" shall include JetSMART Airlines SpA, a company incorporated under the laws of the Republic of Chile, and/or JetSMART Airlines S.A. a company incorporated under the laws of the Republic of Argentina, and/or their respective branches or agencies in the countries in which they operate, as appropriate.

Notwithstanding the foregoing, the owner of the website and responsible for the processing of information collected by JetSMART is the company:

JetSMART Airlines SpA

Tax Number No. 76.574.879-8

With address at Avenida del Valle Sur 650, Office 61, Ciudad Empresarial,
Huechuraba, Santiago de Chile

Legal Representative: Estuardo Ortiz Porras, General Manager, domiciled for these purposes at Avenida del Valle Sur 650, Office 61, Ciudad Empresarial,
Huechuraba, Santiago, Chile.

Help Center Telephone: For Chile: 600 600 1311, Argentina 11 2206 7799, from Peru 01 311 0005, from Brazil (+55 11) 3042 1183, from Colombia (1) 348 9581 and from other countries (+56 2) 27 31 8787.

Contact e-mail: privacypolicy@jetsmart.com

Use of the Web Site

Before using this Web Site, please read and accept the following Terms of Use and Privacy Policy.

The use of this Web Site, as well as the services offered or provided through it, are directed to persons with sufficient capacity to enter into legally binding contracts, either directly or with the prior authorization of a third party. Consequently, access to the Website, interaction or contracting of services in any form by minors or anyone who does not have the capacity to enter into contracts and be legally bound by them, must have the express consent and supervision of their parents or a legal representative, as appropriate. If you do not agree to these Terms of Use and Privacy Policy, you may not use the Website and/or its content in any way and must leave immediately.

YOUR USE OF THIS WEB SITE, AS WELL AS THE SERVICES OFFERED OR PROVIDED THROUGH THIS WEB SITE, REQUIRES YOUR FULL UNDERSTANDING AND EXPRESS ACCEPTANCE OF THESE TERMS OF USE AND PRIVACY POLICY.

Website Content and Intellectual Property

Unless otherwise indicated, the products and services that may be marketed through this Web Site will only be available in the territories indicated on the Web Site, and all advertising contained on the Web Site is intended solely for the markets corresponding to those territories.

This Website, and all its contents, including photographs, videos, brochures, designs, musical compositions, etc., are protected by copyright, and are the exclusive property of JetSMART, or have been duly licensed for use on the Website.

The trademarks included in this Web Site are protected in the territories in which they are marketed. The labels, logos and other distinctive signs included in this Web Site are the property of JetSMART, or have been duly licensed for use on the Web Site. Their unauthorized use is subject to civil and criminal penalties under the laws of the State of Chile and other jurisdictions where they are recognized.

The user of this Web Site acknowledges the existing rights over the materials included in it, as well as JetSMART's ownership of them. Any use of the materials included in the Web Site is strictly prohibited without the prior and express written authorization of JetSMART's authorized representative.

The information contained in this Web Site is provided as it is presented in it, and JetSMART does not grant any warranty associated with this Web Site and its contents, except with respect to basic commercial information that JetSMART must inform consumers by law, and any other obligation and/or warranty expressly imposed by applicable law.

Links to Third Parties

JetSMART expressly notes and informs users that while browsing the Website they may be sent to other sites that are not under its control. Indeed, there are links to sites other than the Website, which take the user out of the area of our service and responsibility. JetSMART does not guarantee or assume any responsibility for errors or omissions in the content of other sites, or for viruses, malware or any other direct or indirect damage resulting from the use of other sites or their content.

The contents of other websites linked from this Website are the sole responsibility of their owners. JetSMART does not monitor or review the content of websites that are linked from this Website. The opinions expressed, or material provided on such sites are not necessarily shared or promoted by JetSMART and are the sole responsibility of the third parties in

charge of them. Likewise, JetSMART is not responsible for the personal data that users may enter on other websites, and therefore is not responsible for the processing, storage, alteration, loss, treatment or unauthorized access to which this data may be exposed by the use of such sites.

Operation of the Web Site

Except for the obligations and guarantees expressly imposed by applicable law, JetSMART is not responsible for any damage, injury or loss to the user caused by reasons beyond the control of JetSMART, whether failures in the operation of the Website caused by the action of third parties, the server or the Internet. JetSMART does not guarantee continued or uninterrupted access and use of the Website, since the system may eventually be unavailable due to technical difficulties or Internet failures that are not under JetSMART's control, or any other circumstance beyond JetSMART's control, in such cases JetSMART will try to restore it as quickly as possible without any liability.

Use of Cookies and Web Beacons

Cookies are files or information that a Web site transfers and stores on the hard drive of a computer when browsing a particular Web site or specific Internet portal, allowing to store user preferences through the way of using such site, helping to conclude the areas that are more and less popular, know the interests, behavior, demographics and other information related to those who visit or are users of the Web Site and, thus, better understand their needs and interests and give them a better service or provide them with related information. Many of the developments and updates are based on information provided by cookies. The use of cookies on the Website allows JetSMART to customize the pages of the Website to better meet the needs of users. Users expressly authorize JetSMART to store and use cookies in the aforementioned terms, and to analyze the pages navigated by them and the searches performed, in order to improve their commercial and promotional initiatives, display advertising or promotions, banners of interest, customize content, presentation and services, and for any other uses that users authorize under these Terms of Use and Privacy Policy regarding their personal information.

Web beacons are images that may appear inserted in web pages and websites and have a similar purpose to cookies. Additionally, a Web beacon is used to measure user traffic patterns from one page to another in order to maximize how traffic flows through the Web.

The user has the option to disable cookies through their browser menu. Most browsers are set to accept cookies. If the user prefers, he can configure his browser to reject them or to warn him of their reception. However, it is possible that some of the sites or the Website may not function properly if the user disables cookies. Furthermore, JetSMART declares that it does not and will not use spyware, adware or any other similarly intrusive software on its Website.

Privacy

The information obtained by JetSMART is provided voluntarily by its users, who accept and expressly authorize JetSMART its use in accordance with these Terms of Use and Privacy Policy and applicable law.

The user voluntarily and expressly accepts the processing of his/her personal data in accordance with these Terms of Use and Privacy Policy. Consequently, the user's personal information may be processed and stored both in Chile and in other countries. Notwithstanding the foregoing, your personal information may not be disclosed for purposes that are not permitted by applicable law.

JetSMART is empowered to collect all personal information provided and authorized by the user through its Website and/or from other sources, such as your name, surname and email, and may collect, store, use, circulate, delete, transmit and/or transfer your personal data for the purposes outlined in these Terms of Use and Privacy Policy.

JetSMART automatically receives and stores the information that users provide when browsing the Website and using online services, either by logging in, requesting or purchasing products, participating in promotions and offers, registering as a user on the Website and/or via email, among others. The above includes all user information that may be obtained through the use of cookies, or information that is published in forums, surveys, chat groups or comments by the user. Likewise, such information may be obtained by any other means in which the user interacts with JetSMART or by virtue of which he/she contracts any product or service, or any information provided by the user to JetSMART through other channels, such as web pages associated with the Website, social networks, contact center (Contact Center), travel agencies, during the Check-In or baggage check-in process, whether it is carried out at the airport, virtually or remotely, through participation in surveys, sending emails or requests, among others.

The information collected pursuant to the preceding paragraph, without the following list being exhaustive or limiting in any way, includes or may include the users' full name, e-mail address, IP address and other personal data, as well as all kinds of information related to each user's profile.

JetSMART is authorized to collect the user's email address and use and display your full name and email address for purposes of communicating with the user, for purposes such as notifications and delivery of information related to the services offered by JetSMART. The user may request at any time not to receive further communications through the link (Link) "Unsubscribe" that is integrated in the footer of all emails sent by JetSMART, where by clicking on it, you will stop receiving future messages.

The personal information provided by the user in accordance with these Terms of Use and Privacy Policy will be used to provide the service described on the Website, to improve the user experience, better tailoring its features and performance, and to offer additional information, such as promotions from our partners and advertisers. Likewise, your

information will be treated for the managements that are related to: (i) reservation of tickets and optional services, (ii) contract modifications, (iii) cancellations and itinerary changes, (iv) refunds, (v) attention to queries, complaints and claims, (vi) membership in the discount club or other loyalty programs, and (vii) accounting records.

Your personal data may be processed by third parties who are suppliers of JetSMART and who provide services to you (under strict conditions of confidentiality and safeguarding), to provide some of the services and features available on the Website, and to enable smooth communication with users. These third parties may include, among others, reservation and distribution systems, contact centers (call centers), representatives, travel agencies, agents or intermediaries of the carrier and third party service providers of these, which may be provided in countries other than the place where the reservation is made.

Any personal information obtained by JetSMART by the means described herein will be treated in accordance with the provisions of these Terms of Use and Privacy Policy and in accordance with current legislation. These Terms of Use and Privacy Policy shall not extend to information that, according to law, is not personal information, is provided by third parties, nor to the practices carried out by such third parties.

Personal information obtained by JetSMART under these Terms of Use and Privacy Policy will be maintained in its databases for no longer than is necessary for the purposes for which such information was collected. In this sense, personal information will be deleted by JetSMART when it is no longer necessary or relevant for the purpose for which it was obtained, and has expired any period of storage of information that is legally required or necessary to comply with the law, and without prejudice to the powers of their owners in this matter, as discussed below.

JetSMART may disclose the personal information of its users when this is necessary to comply with the regulations that apply to it in the countries where it operates, or with a legal or judicial mandate imposed on JetSMART, including the protection and defense of its rights, or those of third parties.

Rights and Obligations of the Holders of the Information

The holders of their personal data will have the following rights: the right to know, update, include incomplete data, and rectify their personal data, to request proof of the authorization granted to the Data Controller, when necessary, to be informed about the use that has been made of their personal data, to file complaints before the competent authorities for infringements to the regulations on personal data protection and to revoke their authorization and/or request the deletion of their data.

The holders of personal data may at any time exercise their rights to know, update, include incomplete data, rectify, and delete their personal data, and revoke authorization, by means of a written request to JetSMART addressed to the electronic box privacypolicy@jetsmart.com.

Requests from users who are holders of personal information made in accordance with the provisions of this paragraph will be resolved promptly by JetSMART and, in any case, within the time limits established by law for this purpose.

For their part, users guarantee and are responsible, in any case, for the truthfulness, accuracy, validity and authenticity of the personal information provided and undertake to keep it duly updated, without prejudice to JetSMART's right to update it ex officio. JetSMART shall not be liable in any way for damages and/or direct or indirect claims that may arise from personal information provided by its users and/or owners in an erroneous, inaccurate, misleading or incomplete manner. The user is forbidden to provide illegal, threatening, defamatory, pornographic, obscene material or information or any other content that may pose any risk and/or civil or criminal damage.

Applicable Law

The laws applicable to these documents shall be those of the relevant jurisdictional territory, and in the absence thereof, the laws of the State of Chile.

If any part of these Terms of Use and Privacy Policy is determined to be invalid or unenforceable under applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely reflects the intent of the original provision, and the remainder of these Terms of Use and Privacy Policy will continue in full force and effect.

Modifications to the Terms of Use and Privacy Policy

JetSMART reserves the right to modify these Terms of Use and Privacy Policy and its conditions, from time to time, as it deems appropriate or to conform to new regulations, and, undertakes to communicate any changes to users and holders of personal information in a timely and clear manner, in accordance with applicable law.

Security

JetSMART has adopted security levels of protection of personal information in accordance with applicable law and has installed all reasonable technical means and measures at its disposal to prevent the loss, misuse, alteration, unauthorized access and theft of personal information provided by users. Notwithstanding the foregoing, users are aware that such security measures are not impregnable and, consequently, release JetSMART from any damage that may arise from these circumstances and that is not directly attributable to JetSMART, according to current legislation. However, in the event of any security incident affecting personal information, JetSMART undertakes to take reasonable measures required by law to inform the owners and the competent authority by the most expeditious means possible, and to take all reasonably applicable measures to reduce the damage that may arise from this circumstance.

Special Rules on Personal Data Protection

JetSMART undertakes to comply with the provisions of Article 19 No. 4 of the Constitution of the Republic of Chile and Law No. 19,628 of the Republic of Chile on Personal Data Protection. JetSMART also undertakes to comply with the provisions of Laws N° 12.965 and N° 13.709, of the Federative Republic of Brazil, on the use of the Internet and Personal Data Protection, Law N° 18.331, Decree N° 414/009, Law N° 19.670 and Decree N° 64/020 of Uruguay, as well as the applicable laws of the Republic of Colombia, Peru, Argentina, and any other country in which JetSMART operates.

In compliance with Resolution 14/2018 of the AAIP of the Argentine Republic, it is hereby made known that THE AGENCY OF ACCESS TO PUBLIC INFORMATION, in its capacity as Supervisory Body of Law No. 25,326 of the Argentine Republic, has the power to address complaints and claims filed by those whose rights are affected by non-compliance with the regulations in force regarding the protection of personal data.

Section 6 of Law No. 25,326 of the Argentine Republic states: When personal data is collected, the owners must be previously informed in an express and clear manner: (a) The purpose for which they will be processed and who may be the recipients or class of recipients; (b) The existence of the file, registry, data bank, electronic or otherwise, in question and the identity and domicile of the person in charge thereof; c) The obligatory or optional nature of the answers to the proposed questionnaire, especially with regard to the data referred to in the following article; d) The consequences of providing the data, of the refusal to do so or of the inaccuracy of the same; e) The possibility for the interested party to exercise the rights of access, rectification and deletion of the data.

Pursuant to Law No. 13.709 / 2018 (General Data Protection Law - LGPD), of the Federative Republic of Brazil, it is incumbent upon the National Data Protection Authority to implement simplified mechanisms, including by electronic means, for the registration of complaints about the processing of personal data not in accordance with LGPD. Access to and use of this website implies full and express acceptance of these terms and conditions, especially for the purposes referred to in art. 7 of Law 13.709 of the Federative Republic of Brazil.

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