

GENERAL CONDITIONS OF CARRIAGE (PASSENGERS AND BAGGAGE)

ARTICLE 1 DEFINITIONS

The following expressions of these Conditions have the meanings indicated below, unless otherwise required or expressly provided for by the context:

"Travel Agency/ Travel Agent" - a ticket sales agent chosen by the passenger to book/purchase his/her tickets.

"Baggage" - goods accompanying the passenger on his/her flight. It includes Checked Baggage and Non-Checked Baggage, unless otherwise stated.

"Checked Baggage" - Baggage which we take responsibility for and for which we issue a Baggage Tag.

"Unchecked Baggage" - any Baggage other than Checked Baggage.

"Ticket" - the document called "Passenger Ticket and Baggage Check" or the Electronic Ticket, in both cases issued by us or on our behalf, and includes the main rules and notices of the Contract of Carriage, such as class of service, date and times of the flights which were contracted.

"Electronic Ticket" - Itinerary/Receipt, the Electronic Coupons and, if applicable, a boarding document issued by us or on behalf of us.

"Customer Service Channels" - The channels available for contacting TAP: Contact center: 0800 022 3743 Skype: tap.contact.center Customer care line 0800 727 2347 Customer care line for people with speech or hearing disabilities: 0800 700 7707 Online complaints: <https://www.flytap.com/pt-br/suporte/reclamacao> Miles&Go Programme: 0800 025 8638 FLYTAP Portal: www.flytap.com.

"Air Carrier Code" - two characters or three letters identifying a particular air carrier.

"Terms of Contract" information available on the FLYTAP website, information provided verbally or sent by email, contained or not in your Ticket(s) or Itinerary/Receipt, or delivered with them.

"Convention or Regulation" any of the following instruments that may be applicable:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Warsaw on 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 Protocol No. 1 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
- the Guadalajara Supplementary Convention (1961) (Guadalajara);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);
- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Montreal on 28 May 1999 (hereinafter referred to as the "Montreal Convention");
- ANAC Resolution No. 280 of 11 July 2013;
- ANAC Resolution No. 400 of 13 December 2016;
- Other rules applicable to International Carriage by Air applicable to your carriage.

"Flight Coupons" - are the legs, from one point to another point, that compose the ticket itinerary.

"Damage" - death or injury of a Passenger, loss, partial loss, theft or other damage to baggage, resulting from or in connection with the carriage provided by us or other services related thereto.

"SDR" - Special Drawing Right as defined by the International Monetary Fund.

"Baggage Tag" - document issued for the purpose of identifying Checked Baggage.

"Force Majeure" - circumstances having an effect that could not have been avoided or prevented even if all due care had been exercised.

"Check-in Deadline" - the time limit specified by us by which you must have completed the check-in formalities and received your boarding pass.

"Fragile Item" - any item that for reasons of size, shape and/or content requires handling care beyond what is reasonably expected for a Baggage item.

"Itinerary/Receipt" - document(s) issued by us to Passengers travelling with Electronic Tickets and containing their name(s), flight information and notices.

"Stops" - those places, except the place of departure and the place of destination, set out in your Ticket as scheduled stopping places for your trip, which may be in transit, when there is a stop without the need to change aircraft, as well as by connection, when it is necessary to disembark and board another aircraft to continue the trip.

"We", "our" and "us" - means Transportes Aereos Portugueses, S.A. or in abbreviated form, TAP S.A., TAP or TAP Air Portugal.

"Passenger" - any person, except members of the crew, carried or to be carried by us on an aircraft in accordance with a Ticket.

"Passenger in Transit" - means a Passenger arriving at an airport to continue travel to another airport: (i) in transit, i.e. on the same aircraft departing from the same airport; (ii) in connection, i.e. on a connecting flight departing from the same airport; or (iii) in connection, on a connecting flight departing from another airport.

"Fare Products"- These are the fare options made available to the passenger and the respective rules on rebooking, refunds, seat reservation, baggage allowance, etc.

"You" and "your" - the Passenger.

"Passenger Receipt" - Document, in physical or electronic form, containing the total amount paid for the Ticket, with rules and values of the services purchased, the Passenger's name and surname, flight time and date, boarding procedure and time and validity period of the Ticket.

"Fare" - value related to the air transport, from one point to the other.

"Fees and Surcharges" - other amounts not included in the fare and that form part of the costs for the performance of the Contract of Carriage.

"Boarding Fee" - an amount paid mandatorily by the Passenger at the time of purchasing the Tickets, which may vary depending on the destination airport.

"Carrier" - an air carrier, other than TAP, whose Air Carrier Code appears on your Ticket(s).

ARTICLE 2 APPLICATION

2.1 General

Except as provided for in Article 2.2 below, our Conditions of Carriage apply to passengers who purchase Tickets in Brazilian territory and have paid for the services in national currency (in Reais - BRL), only to flights or legs of flights for which our name or our Air Carrier Code appears in the Ticket field for the name of the respective air carrier.

The acquisition of a ticket in Brazilian territory and with payment made in Reais (BRL) implies the express agreement by the passenger to the terms of this contract and specific rules of the Fare Products.

2.2 Code Share Agreements

Notice about the identity of the operating airline

On some services, we have agreements with other airlines known as "Code Shares", which means that even if you have one or more bookings with us and one or more tickets in which our name or our Airline's Designation Code appears as the airline, the aircraft/s may be operated by other airline/s. However, in this situation, your contract is still with us. If this is the case, we will inform you about the airline that operates the aircraft when you make your booking/s and when you check-in at the airport. In this situation, the level of service may be different. If there are differences between the conditions of service of the airline operating the flight and these conditions of transport, the conditions of service of the airline operating the flight, shall prevail. In the cases where a booking includes flights operated by one or more airlines, the information about the airline operating the flight will be provided at the time of booking. If, at the time of booking, the identity of the operating company is not known, the contractual airline will make sure to inform the passenger as soon as its identity is known. For bookings made through channels that are not under the direct control of the airline (e.g. travel agents and websites other than the airline's website), travel agents and website operators are responsible, according to Articles 2(e) and 11 of Regulation (EC) No 2111/2005 of the European Parliament and of the Council, for informing passengers of the identity of the airline operating the flight and for any changes made to the flight. The passenger must provide the correct contact details at the time of booking to allow for this notification to occur.

ARTICLE 3 BOOKINGS

3.1 Booking Requirements

3.1.1 We or your Travel Agent will register your booking. If you do not pay your Ticket(s) within the time limit designated by us or by your Travel Agent, your booking will be automatically cancelled.

3.1.2 TAP has several fare products, with different conditions. Some fares have conditions that limit or exclude your right to change or cancel bookings. Therefore, pay attention to the product that best suits your interests, especially in relation to the possibility of rescheduling and refunds.

3.2 Personal Data

You acknowledge that the personal data you provided us was done with the purpose of making one or more bookings, issuing one or more Tickets and obtaining related services, developing and providing services, facilitating emigration and entry procedures and, in connection with the trip, making such data available to government departments. You authorise us, for such purposes, to retain, store, transfer and use such data and to transfer it to our offices and/or to our subsidiaries and/or to our Authorised Agents and/or to government departments and/or to other Carriers and/or to the above-mentioned service providers and/or to credit institutions and other credit card companies and/or to data processors working for us. You also authorise us to send you emails and text messages containing information about your trips, promotions, etc..

ARTICLE 4 TICKET PURCHASE

4.1 General

The Ticket is personal and non-transferable and we will provide carriage only for the person indicated on the Ticket as a Passenger. It is the Passenger's obligation to present a valid passport and/or other documents necessary for the trip.

4.2 Filling in the first and last name

In the case of an error filling in the first name, surname or name of the passenger, we should be asked to correct it, which will be done free of charge up to the time of check-in if your booking only contains TAP flights. In cases involving flights operated by other airlines (interline), it will be the passenger's responsibility to bear the costs for the correction of their first name, surname

and other names, and any fare difference. If your ticket was purchased through a travel agent, you may ask the agent to correct your name.

4.3 Ticket Rules

Notwithstanding the provisions of Article 11.3 of the Conditions of Carriage, some Tickets are sold at reduced fares which may be fully non-refundable and may not be amended. You must choose the most appropriate fare for your case.

4.4 Period of Validity

A ticket is valid until the scheduled date of travel. After the date of travel, some Fare Products allow the credit for the ticket to be refunded or used to change the trip date, but always upon payment of a penalty and any fare difference, if applicable. The validity period for the travel amendment and/or refund request will be one year from the date the ticket is issued.

4.5 Use and Sequence of Flight Coupons

4.5.1 The Ticket(s) is/are only valid for carriage as indicated on the Ticket(s) from the place of departure via any Agreed Stops to the final destination.

4.5.2 If the Passenger does not use one of the legs foreseen in his/her Ticket, without informing us prior to the time of the flight, all subsequent segments will be cancelled and they will no longer be valid.

4.5.3 If you wish to change any aspect of your journey and if your fare allows for such change, you should contact us before the scheduled date of boarding to inform us that you will not be travelling on the agreed date.

The fare for your new journey will be calculated and you will be given the option to accept the new price or to keep your original carriage as indicated on your Ticket(s). If you accept the new price, you will have to pay any difference between the original price and the total price of the changed ticket, plus any penalty provided for in the original Fare Product rule.

4.5.4 While some changes do not entail a change in fare, others, such as changing the place of departure (for example if you do not fly the first segment) or changing the destination of the trip, may result in an increase of the price. Many fares are only valid for the date(s) and flight(s) indicated on your Ticket(s) and cannot be changed or can only be changed on payment of an additional charge.

4.6 Seat reservation

4.6.1 Some fares allow the advance reservation of seats. In such cases, we will do our best to accommodate your requests for seats submitted to us in advance, but we do not guarantee you any specific seat. We reserve the right, at any time and even after boarding, to allocate or reallocate seats. This may be necessary for operational or security reasons.

4.6.2 TAP markets the seats located in the first rows of economy class, and even if your ticket allows you to reserve a seat, you will not be able to choose these seats without additional payment, the prices of which may be stated on our website and service channels.

4.6.3 Seats at emergency exits may not be occupied by minors or passengers over the age of sixty, wheelchair users, persons with disabilities or reduced mobility, passengers with pets, and others who are not able to operate the emergency door.

4.7 Reconfirmation of Purchase

4.7.1 There may be the need for reconfirmation of your purchase in certain cases, including, but not limited to: a) when the Ticket is purchased with a third party card; b) when the Ticket is purchased with third party Miles; c) when the Ticket is purchased with little notice before the date of the flight; d) other issues related to transaction security.

4.7.2 If we need to reconfirm your booking(s), we will inform you of deadlines, how and where this should be done. Please remember that the credit card used for the purchase must always be shown at check-in at the airport for validation of the purchase, when requested.

4.7.3 If you need to reconfirm your purchase(s) and you do not do so, we will automatically cancel your purchase. If your purchase is cancelled, and if you inform us that you still want to travel, you can purchase the Ticket according to the Fare Product available at the time of such notice.

4.7.4 You should check about the reconfirmation needs of the other Carriers involved in your trip. When necessary, you must reconfirm your booking with the Carrier whose code appears on the Ticket for the flight in question.

4.8 Passengers without a return ticket

TAP will allow passengers who do not have a return ticket to board. However, it is known that the authorities of some countries may require a return ticket to allow you to enter the country. Check you comply with the rules of the place where you travel to avoid not being allowed to enter the foreign territory. It will be your responsibility to bear the costs of returning to your

home country if you are not allowed to enter the destination country.

ARTICLE 5

FARES, TAXES, FEES AND CHARGES

5.1 Fares

5.1.1 Unless otherwise provided for, the fares apply only for carriage from the departure airport to the destination airport. The fares do not include transport between other airports or between airports and terminals in the city. Your fare shall be calculated in accordance with the Fare Products chosen for travel on the dates, class of service and itineraries indicated therein. The fare shall be presented to the consumer in national currency (BRL) whenever the purchase is made in Brazilian territory.

5.1.2 In addition to the amount of the fare, other airline fees and surcharges, additional services and extras such as extra baggage, special baggage, seat reservation, etc. will be charged, when applicable.

5.1.3 Once your Ticket(s) has been paid, and unless you change your itinerary and/or the date(s) of the flight(s) and/or the class(es) of service referred to therein, no fare increases and/or new charges will be charged relative to the booked flight date and service class.

5.2 Taxes, Fees and Charges

You are responsible for paying all taxes, fees and charges as determined by any government or any other authority or the airport operator, including boarding fees. When purchasing your Ticket(s), the taxes, fees and charges included in the Ticket(s) will be indicated therein.

ARTICLE 6

CHECK-IN AND BOARDING

6.1 Check-in Time

We recommend that you find out about check-in times and comply with them, since they differ from airport to airport. Your journey will be easier if you give yourself plenty of time to comply with the check-in times. We reserve the right to cancel your booking if you do not comply with the Check-in time indicated to you.

6.2 Boarding Time

6.2.1 You must be at the boarding gate at the time indicated by us at check-in.

6.2.2 We may cancel your booking(s) if you do not arrive in time at the boarding gate.

6.3 Consequences

We will not be liable for any losses or expenses, new Tickets, accommodation or transportation that you may suffer or incur due to your failure to arrive in time for check in or boarding.

ARTICLE 7

REFUSAL AND LIMITATION OF PASSENGER CARRIAGE

7.1 Right to Refuse Carriage

TAP may refuse boarding or your carriage in the following situations:

7.1.1 When such refusal is required by any applicable laws, regulations or orders or by the competent authorities;

7.1.2 Your carriage or that of your Baggage is likely to endanger or impact on safety or health or seriously affect the comfort of other passengers or crew members;

7.1.3 Your mental or physical condition, including your degree of influence from alcohol or drugs, presents a danger or risk to yourself, passengers, crew members or property;

7.1.4 You have behaved incorrectly on a previous flight and we have reason to believe that such behaviour may be repeated;

7.1.5 You have refused to submit to a security check;

7.1.6 You have not paid the applicable fare, taxes, fees or charges;

7.1.7 You do not have valid travel documents, such as passport, visa, vaccinations, unaccompanied minor authorisation, etc.;

7.1.8 You present a Ticket that has been suspended due to an irregularity and/or fraud in the issuance of the Ticket;

7.1.9 You fail to comply with our security instructions.

7.2 Procedures for Controlling Unruly Passengers

Definition: According to PNAVSEC DECREE No. 11,195, DATED SEPTEMBER 8, 2022, an unruly passenger is an individual who does not comply with the rules of conduct at an airport or aboard an aircraft, or otherwise disregards the instructions from airport staff or crew members, and therefore disturbs order and discipline requirements at the airport or aboard the aircraft.

7.2.1 Depending on the specific circumstances of each incident and the company's risk assessment, at least one of the following measures will be applied:

- a) warning;
- b) boarding denial;
- c) compulsory passenger restraint;
- d) compulsory disembarkation.

7.2.2 The employee responsible for handling passengers has been trained to assess the situation before the boarding procedure and prevent the customer from boarding the aircraft if their behavior poses a risk to flight safety. The assessment conducted by the employee shall include at least one observation of the passenger's actual condition in order to determine the cause(s) of their behavior, such as signs of alcohol intoxication, chemical impairment, or any mental disorder-related symptoms. If deemed necessary, the employee will arrange for the passenger to undergo evaluation by professionals at the airport's medical facilities, if available.

7.2.3 If a decision is made to deny the passenger's boarding during check-in, the employee shall document the incident in the booking system and prepare a report, including witness statements whenever possible. This report shall be forwarded to the air operator's local AVSEC Officer, who will append a copy of the report to the flight's AVSEC clearance document.

7.2.4 If a passenger is denied boarding within the boarding area and is already registered in the Automated Reservation System, the employee shall call in the Federal Police, or, if they are not available, another public security agency responsible for law and order at the aerodrome, or the aerodrome operator's security department, to escort the passenger out of the terminal's public area.

7.2.5 When a passenger is denied boarding in the boarding area, the employee must document the incident in the booking system and prepare a report, including witness statements whenever

possible. A copy of the report will be appended to the flight's AVSEC clearance document.

7.2.6 During the post-boarding stage, the flight captain shall, in coordination with other crew members, assess the necessity of ordering a passenger's compulsory disembarkation, which may involve diverting the aircraft to an aerodrome not included in the original flight route.

7.2.7 Crew members have the authority to adopt compulsory restraint measures concerning an individual, without prior authorization from the flight captain, whenever they have reasonable grounds to believe that such action is immediately required to protect the safety of the aircraft in flight or of other passengers or property on board.

7.2.8 If a passenger's behavior requires compulsory disembarkation or restraint measures, the incident shall be recorded in the aircraft's logbook, with sufficient detail to elucidate its circumstances, and reported to the public security agency overseeing law and order at the aerodrome. If the aircraft is in flight, the incident shall be reported upon landing at the first aerodrome.

7.2.9 Whenever necessary to enforce boarding denial or compulsory disembarkation measures, the employee shall call in the aerodrome security department, the Federal Police, or, if these options are not available, another public security agency responsible for law and order at the aerodrome.

7.3 Transport Refusal and Transportation under Judicial, Custody, or Escort conditions

The laws governing the boarding of armed passengers in Brazil are PNAVSEC DECREE No. 11,195, DATED SEPTEMBER 8, 2022, and RESOLUTION No. 461, DATED JANUARY 25, 2018, which determine that the airborne transportation of passengers in custody must be coordinated by the escorting authority with the aerodrome operator, the airline and representatives from the Federal Police, so as to establish all special security measures required by the escorting team with regard to boarding/disembarking procedures and conduct on board, as detailed below:

7.3.1 Subject to formal authorization from the Federal Police, the procedures falling under its jurisdiction, as outlined in this section, may be conducted by a public security agency.

7.3.2 The coordination described in clause 7.3 shall be conducted by the escorting agency and must be initiated at least **48 (forty-eight) hours** before the scheduled flight departure, unless otherwise agreed upon by the relevant organizations.

7.3.3 The escort team must identify themselves to the Federal Police representatives and airline staff at the aerodrome, and present the official document authorizing the transportation of the individual in custody.

7.3.4 The airline must grant priority to the escort team during the in-person check-in procedure, with exceptions made for passengers requiring special assistance, in compliance with the regulations set forth by the Brazilian Civil Aviation Authority.

7.3.5 During an extraordinary meeting of the CSA (Airport Security Commission), the Federal Police, the aerodrome operator, the airlines, and the agencies responsible for transporting passengers in custody may approve alternative procedures and protocols for the boarding/disembarkation of individuals in custody and their escort teams. Such measures may include the following solutions:

- The possibility of completing the check-in procedure without the presence of the individual in custody at the airline counter; and
- Allowing the individual in custody and the escort team to access the aircraft area via the aerodrome's vehicular routes, which may involve undergoing different security inspection procedures.

7.3.6 TAP will not be able to transport more than two passengers in custody, with their respective escort teams, on the same flight, subject to Federal Police guidelines concerning the assessment of unlawful interference risks.

7.3.7 TAP must inform the flight captain about the presence and location of the passenger in custody and their escort team on the aircraft.

7.3.8 TAP and the aircraft captain may deny boarding to a passenger if they determine, upon duly justified and documented assessment, that the individual poses a potential threat to operational security, safety against acts of unlawful interference, or the security of other passengers.

7.3.9 The boarding and disembarkation of passengers in custody must be conducted discreetly, minimizing disturbance and inconvenience to other passengers.

7.4 Transportation of Passengers Under Custody on International Flights

The Federal Police shall assess the risks of transporting an individual in custody on international flights, so as to ensure that they do not compromise civil aviation security

procedures against acts of unlawful interference, as well as to implement the necessary security measures.

Passengers in custody being transported on regular international public flights must be escorted by a team provided by the Federal Police.

In the case of barred, repatriated, deported or expelled passengers, the Federal Police shall determine, following a risk assessment, whether an escort team is necessary; the task may also be delegated to an unarmed private escort team, with the expenses being covered by the entity responsible for removing the foreigner from national territory.

If an escort service is assigned to a domestic private security company, the company must hold a valid registration with the Federal Police.

Note 1. Special Security Measures, Conduct and Restrictions Aboard the Aircraft

TAP will deny boarding to passengers in custody on civil aircraft if the escort team does not consist of at least two members per passenger in custody; additionally, TAP will brief the escort team on the necessary procedures and conduct aboard the aircraft before takeoff.

The team responsible for escorting a passenger in custody must possess restraint equipment; furthermore, the escorting team is strictly prohibited from carrying tear gas or similar incapacitating substances, as well as any other items banned for civil air transport under RBAC No. 175 and other restrictions specified in this Resolution.

The in-flight service provided to the passenger in custody and the escort team may not include alcoholic beverages, metal utensils, or piercing or cutting instruments.

The escort team must ensure that the passenger in custody:

- 1- Does not carry prohibited or dangerous material, in compliance with regulations set forth by the Portuguese Civil Aviation Authority;
- 2- Waits for the boarding procedure in a safe and discreet location;
- 3- Boards before and disembarks after all other passengers;
- 4- Occupies a seat at the rear end of the passenger cabin, away from the emergency exits, in rows with two or more seats, and at least with one escort team member sitting between them and the aisle;
- 5- Is not handcuffed to fixed parts of the aircraft, except in situations where the individual exhibits behavior that qualifies them as an unruly passenger; and
- 6- Is always accompanied and kept under surveillance, including when using the toilets.

7.4 Transportation of Passengers Under Custody on International Flights

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7.4.3 If an escort service is assigned to a domestic private security company, the company must hold a valid registration with the Federal Police.

ARTICLE 8

SCHEDULES, CANCELLATIONS, DELAYS, DENIAL OF BOARDING AND CLASS CHANGE

8.1 Schedules

8.1.1 We will make every effort to comply with the times on the ticket.

8.1.2 Non-compliance with the pre-arranged time for a flight will only occur for operational/functional reasons, weather conditions, order by flight safety authorities and cases of force majeure. We will notify you as soon as we learn of the change, provided that you have provided us with a contact. When the ticket is purchased through a travel agency, we will notify the contracted travel agency as they have your contact details.

8.1.3 We will take all necessary measures to avoid delays, cancellations and your re-routing and/or that of your Baggage. As part of such measures and to prevent the cancellation of a flight, we may, in exceptional circumstances, arrange for a flight operated on our behalf by another carrier and/or with another aircraft.

8.2 Flight cancellation

8.2.1 If we cancel a flight, we will offer you as an alternative, and without prejudice to any applicable law: 1 - Rerouting, under equivalent conditions of carriage, to your final destination, at the earliest opportunity or a later date more convenient to you, but subject to the availability of space and validity of the ticket; 2 - The full refund of the ticket not flown, in the form of travel credit or refund through the same form of payment you made when you purchased the Ticket. 3

- Transport by any other mode, when applicable.

8.3 Material Assistance

In the case of delays, cancellations and route changes, we will provide free material assistance depending on the waiting time: After waiting 1 hour - communications through telephone calls or internet After waiting 2 hours - meals and drinks or an individual voucher for adequate food, After waiting 4 hours - hotel accommodation, in the event that it becomes necessary to stay for one or more nights or a stay in addition to that provided by you; and transport between the airport and the place of accommodation (hotel or other), unless the passenger resides in the locality, in which case he/she will be paid the round-trip from the airport.

8.4 Priority

Passengers in need of special assistance have priority in cases of re-routing and accommodation, as well as where necessary, according to the applicable legislation.

8.5 Denied boarding

8.5.1 Notwithstanding any applicable law, when you are denied boarding due to a lack of space on the aircraft, we will indemnify you by means of a travel voucher and/or other services, as agreed in each case, and we will rearrange for you to travel to your final destination in equivalent conditions of carriage, at the earliest opportunity.

8.5.2 If you accept to surrender your reservation for compensation, it is not a denial of boarding. The compensation procedure will be subject to the signing of a specific acceptance agreement.

8.5.3 When we have to deny you boarding and you do not agree to surrender your reservation voluntarily with us, we may, notwithstanding any applicable law, deny you boarding and (a) immediately compensate you the equivalent of 500 (five hundred) SDR; and (b) offer, for you to choose: 1 - Rerouting, under equivalent conditions of carriage, to your final destination, at the earliest opportunity or a later date more convenient to you, but subject to the availability of space and validity of the ticket; 2 - The full refund of the ticket not flown, in the form of travel credit or refund through the same form of payment you made when you purchased the Ticket. 3

- Transport by any other mode, when applicable.

8.5.4 Without prejudice to the provisions of any applicable law, any expenses relating to meals, refreshments, telephone calls, email, accommodation and/or transport which shall be borne by us under these Conditions or any applicable law shall only be paid if the waiting time for the departure of the delayed, rerouted or return flight on which the Passenger has been booked has

been observed. You must provide proof of those expenses upon request.

Note 1: For passengers whose boarding is denied in the **US**, the following compensation table applies.

Time difference on arrival	Cash compensation	Cash Compensation Limit	Compensation in the form of a voucher, valid for purchasing tickets or services on TAP Air Portugal flights
<1h	Not applicable	Not applicable	Not applicable
>1h <4h	200% of the passenger's one way fare	\$775	Corresponding to 200% of the passenger's one-way fare plus 75
>4h	400% of the passenger's one way fare	\$1550	Corresponding to 400% of the passenger's one-way fare plus 75

Note 2: For passengers whose boarding is denied in **Canada**, the following compensation table applies.

Time difference on arrival	Cash compensation	Compensation in the form of a voucher and TAP services
>6h	\$900	\$1575
>6h <9h	\$1800	\$3150
>9h	\$2400	\$4200

8.6 Change of Class of Service

If we place you in a higher class of service than that indicated on your ticket, we will not ask you for any additional payment. If we place you in a lower class of service than that indicated on your Ticket, we will refund the difference in ticket value upon request.

8.7 Services Provided by Third Parties

If we deal with a third party to provide you with any services other than air transport or if we issue a ticket or voucher relating to transport or services (other than air transport), such as hotel reservations or car rental, to be provided by a third party, we will act solely as your (the passenger's) agent. The terms and conditions of the third party providing the services will apply.

ARTICLE 9 CONDUCT ON BOARD

9.1 General

If we understand and believe that your conduct on board may endanger the aircraft or any person or property on board the aircraft or may prevent the crew from fulfilling their obligations, or that you do not comply with the crew's instructions, including those regarding smoking and the consumption of alcohol or drugs, or that you behave in a manner that may cause discomfort, disturbance, damage or injury to other passengers or crew, we may take such measures as we reasonably consider necessary to prevent the continuation of such situations, including arresting you and/or forcing you to disembark. You may be prosecuted for breach of the law, including crimes committed on board an aircraft. If you disembark, your continued carriage from any point may be refused. If, as a result of any of the above situations, we disembark you and/or divert the aircraft, you must pay us all reasonable costs relating to such disembarkation and/or diversion.

9.2 Electronic Items

We may prohibit or limit the use of electronic equipment on board the aircraft for security reasons.

ARTICLE 10 SPECIAL ASSISTANCE

10.1 Special Assistance

People with disabilities, the elderly, pregnant women and people with infants, unaccompanied minors and people with reduced mobility, the sick and minors are considered to be Passengers with special assistance needs.

10.2 The boarding and care of Passengers with special assistance needs will be carried out first and in accordance with our internal procedures, in compliance with applicable legislation.

10.3 The acceptance of the carriage of Passengers with special assistance needs requires the submission of the Medical Information Form (MEDIF) at least 72 (seventy-two) hours prior to the date of travel, duly completed and signed by the passenger's physician. This form will be reviewed by TAP's doctors, who may restrict the passenger's boarding conditions in relation to the class of travel, companions, etc.

10.3.1. If such passengers have informed us of any special requirements when issuing their Ticket(s) and such requirements have been accepted by our physicians, they will not be denied boarding, but any costs for additional services (such as oxygen, extra seat, etc.) will be borne by the passenger. Where there are no adequate conditions to ensure the health and safety of passengers in need of special assistance or other passengers, we will refuse carriage and state the reasons for such.

10.3.2 If you are a passenger requiring a wheelchair to be provided by TAP, you must inform us in advance. You must inform us of your limitation so that we can check which type(s) of wheelchair(s) is/are appropriate for you. If you do not advise us in advance of the need for a wheelchair, we may not have sufficient time to provide that service and this may therefore impact on your check-in and boarding.

10.3.3 If you are a Passenger requiring a wheelchair and you (or someone on your behalf) tells us that you are self-sufficient and capable of independently taking care of your physical needs (including health, safety and hygiene) during the flight, you will be permitted to travel unaccompanied and we will be under no obligation to provide you with any form of special assistance on board.

10.3.4 The choice of seating for wheelchair passengers will be decided by the airline, due to the fact that we have seats with the characteristics compatible with that condition. We remind you that national legislation does not allow people with reduced mobility to occupy the seats in the first row and at emergency exits.

ARTICLE 11

REFUNDS

11.1 Voluntary Refunds

Whenever the Fare Product permits, we will refund a Ticket or any unused portion of it,

considering the penalty for the Fare Product chosen at the time of purchase, as well as any taxes, fees and charges. The refund must be requested within 1 (one) year of the date the ticket was issued. The ticket will not be refundable after that date.

11.1.1 The refund may be made in credits for the purchase of Tickets, with the agreement of the passenger, who will be informed in writing by letter or email. The credit may not be endorsed to third parties.

11.1.2 If the passenger has no interest in credit for the purchase of Tickets, the refund will be made in the original form of payment.

11.1.3 If a Ticket has been paid for by a third party credit card other than the Passenger named therein, we will only pay the refund to the third party in the same currency as the one used in the purchase.

11.1.4 If your Ticket has been purchased through a Travel Agency, the refund of your Ticket must be requested from the Agent and the Agent will contact TAP, who will in turn refund the Agent.

11.1.5 Even for Fare Products that do not allow a refund, boarding fees and other amounts that have been paid to governmental entities will be fully refunded following the request of such by the passenger.

11.2 Non-Voluntary Refunds

Notwithstanding what is specifically provided for in these Conditions or in any applicable law, if the default is caused by us without us subsequently accommodating you on another flight, the amount of the refund will be in full, without any penalty. If you have already completed part of the trip, the refund will be proportional to the section not used, if the passenger already used part of the trip;

11.2.1 The refund may be made in credits for the purchase of Tickets, with the agreement of the passenger, who will be informed in writing by letter or email. The credit may not be endorsed to third parties.

11.3 Right of Withdrawal

If the passenger who purchased Ticket wishes to withdraw from the contract within 24 hours, the passenger will be entitled to a full refund of the amount paid, including taxes, fees and

charges, without any penalties or administrative fees. This rule applies only in cases in which the purchase of the Ticket is made at least 7 days prior to the date of boarding. Cancellation will be made within 7 days of the date of the refund request. If the payment was made by credit card, the amount will be shown on the credit card invoice within 60 (sixty) days.

11.4 Right to Refuse Refunds

We may refuse to refund a Ticket, notwithstanding any applicable law, when the request is made after the expiry of its validity period or when the passenger does not show up for boarding without having first notified TAP.

11.4.2 If your Ticket(s) is/are non-refundable in accordance with the Fare Product, we will only refund the taxes, government fees and charges paid in connection with the fare and which are indicated on therein.

11.4.3 In the event of a no-show or arriving late for check-in or for boarding, we may refuse to refund the Fare and Airline Fees, regardless of the Fare Product. In such cases, the taxes, government fees and charges will be refunded at the passenger's request.

ARTICLE 12 BAGGAGE

12.1 General Rules

The carriage of baggage is an ancillary contract to the contract of carriage of persons. Some Fare Products allow baggage to be checked free of charge, others may check hold baggage upon payment of fees that are previously established and informed to the passenger at the time of purchase.

Whenever baggage is carried, either because your fare product gives you this possibility or because you purchased the carriage of checked baggage, each bag can weigh up to 23 (twenty-three) kilograms, which shall be carried at no additional cost. An additional charge will be levied for excess weight on bags weighing between 23 and 32 kilograms and the passenger will be charged the applicable amount under the terms established by TAP. Excess baggage charges may be found on TAP's website or other service channels. Bags weighing over 32 (thirty-two) kilograms can only be checked in as cargo, upon payment of the values related to this type of transport, governed by the Specific Conditions of Cargo Transport.

Items shipped as cargo are not subject to these General Conditions of Carriage, but rather to

the specific rules of cargo transportation.

For flights operated by other carriers, their Conditions of Carriage and the carrier's rules shall apply.

12.2 Checked Baggage

12.2.1 You may carry personal clothing, footwear and hygiene items in your Baggage. Cash, credit cards, electronic items, household appliances, valuables, works of art, items of inestimable personal value, medicines for personal and continuous use, fragile or perishable items and valuable documents that are not subject to compensation in the event of damage, loss or theft may not be carried as Baggage but must be carried by hand by the passenger or as accompanied cargo, or, in addition, additional baggage insurance may be contracted.

12.2.2 When you give us your Baggage that you wish to check in, it will remain in our custody and we will issue a Baggage Tag for each item of your Checked Baggage.

12.2.3 Checked Baggage shall contain your personal identification, which shall at least consist of your name. Only the holder of the Baggage Ticket and Baggage Tag shall be entitled to delivery of the Checked Baggage.

12.2.4 Your Checked Baggage will, where possible, be carried on the same aircraft as the Passenger unless, for security or operational reasons, we decide to carry it on another flight. Your Checked Baggage which is carried on another flight will be delivered to you by us, unless any applicable law requires you to personally collect it for customs purposes.

12.2.5 When you check in your Baggage, if you wish to carry goods of more than 1,288 (one thousand two hundred and eighty-eight) SDR you must, at the time of check in, provide us with a completed Special Declaration of Valuables in accordance with the draft declaration available on the FLYTAP Portal, which must be printed for this purpose.

12.2.6 If a Special Declaration of Valuables is submitted, we may charge you an additional amount for insurance purposes to carry your Baggage.

12.2.7 You must collect your Checked Baggage as soon as it is available at your destination or at the place of interruption in your travel. If you do not collect your Baggage within 24 (twenty-four) hours we will cease to have any liability to you and may pass on to you the costs relating to the storage of the Baggage until it is actually collected.

12.2.8 We will not be liable for any damage caused to Checked Fragile Items such as, but not limited to, surfboards, musical instruments, bottles and sporting goods.

12.3 Hand Baggage

12.3.1 Passengers who have purchased a Fare Product with no checkable baggage are allowed to travel with hand baggage of up to 10 kilograms, divided into two Baggage units, one up to 8 (eight) kilograms and one up to 2 (two) kilograms, including all personal items, provided that such baggage items comply with the dimensions stated by us for each type of aircraft.

12.3.2 Hand baggage may also be restricted in weight, content and dimensions, for reasons of flight safety or aircraft capacity. If your hand baggage exceeds the dimensions and/or weight, it will be checked as hold baggage and you must pay the amounts due for carriage in the hold, in accordance with the information provided by TAP.

12.3.3 If your hand baggage needs to be checked in to the hold, you must remove the valuables, cash, electronic items and other items that cannot be carried in the hold, in accordance with our rules.

12.3.4 Items not suitable for carriage in the cargo bay (such as fragile musical instruments) will only be accepted for carriage in the cabin if we have been informed of this in advance and have agreed to it. Please ask us or your travel agent for details, since you may have to pay an additional fee for this service.

12.3.5 Cash, jewellery, precious metals, computers, personal electronic items, negotiable papers, guarantees or other valuables, working documents, passports and other identification documents, and samples should all be placed in your Hand Baggage. If you transport these items in your hold baggage we will not be liable for any loss, theft or damage related to such items.

12.3.6 You should not agree to transport packages, items or baggage received from unknown persons. We advise you to be responsible for the preparation of your Baggage and to be aware of its contents, to avoid restrictions and inconvenience prior to boarding.

12.4 Articles not acceptable as Baggage

12.4.1 You shall not include in your Baggage:

12.4.1.1 Articles which may endanger the aircraft or persons or property on board the aircraft,

such as those specified in the International Civil Aviation Organisation's (ICAO) Technical Instructions for the Safe Carriage of Dangerous Goods by Air, the Regulations on Dangerous Goods, of the International Air Transport Association (IATA), and our regulations (we will provide all additional information on request);

12.4.1.2 Articles whose carriage is prohibited by the applicable laws, regulations and decisions of any State of departure or destination or the carriage of which we reasonably believe may affect the safety of the aircraft or of any person on board it. Materials and substances that cannot be carried: i) alarm devices; ii) explosives, including empty cartridges, ammunition, pyrotechnics, hunting weapons, portable weapons and fireworks; iii) gases (flammable, non-flammable and poisonous), such as butane gas, oxygen, propane, oxygen cylinders, etc.; iv) liquids used as fuel for lighters, heating or other applications; v) flammable solids, such as phosphorus and easily ignited articles; vi) spontaneous combustion substances; vii) substances which emit flammable gases in contact with water; viii) oxidizing materials, such as lime powder, chemical bleaches and peroxides; ix) poisonous (toxic) and infectious substances, such as arsenic, cyanides, insecticides and defoliants; x) radioactive materials; xi) corrosive materials, such as mercury, acids, alkaloids and batteries with corrosive liquid, except in the case of batteries used to power the movement of motorised wheelchairs; xii) magnetic and similar materials; xiii) weapons, ammunition, hunting weapons, portable weapons, except in the form of relevant legislation; xiv) biological agents such as bacteria, viruses, fungi, etc.; xv) materials or packages received from unknown persons or of origin unknown to the passenger; xvi) incapacitating elements, such as pepper spray, tear gas or similar; xvii) Electric-shock weapons; xviii) Safety cases, boxes or bags with pyrotechnic devices and/or lithium batteries; xix) Diving lamps or welding apparatus; xx) Any equipment powered by lithium batteries.

12.4.1.3 Articles which, having regard in particular to the type of aircraft used, are reasonably regarded by us as unsuitable for carriage, either because they are dangerous or unsafe or because of their weight, size, shape or nature or because they are fragile or perishable. We will inform you of non-acceptable items, upon request.

12.4.1.4 It is prohibited to carry firearms, ammunition and other weapons as Baggage on international flights, except under strict regulation of the applicable legislation, in Treaties, Conventions and Agreements, where there is express authorization from the Brazilian Government and the Government of the destination of the flight. The boarding of a passenger with a firearm will be restricted to authorised government officials, taking into account aspects related to the necessity, flight safety and civil aviation security. On these occasions, the security control will be exclusively carried out by the Brazilian Federal Police, and it will be up to the

carrier to provide for the checking in of the weapons, upon presentation of the authorisation of the Government of the country of origin that the passenger can enter foreign territory carrying a firearm, regardless of the function or position occupied by the Passenger.

Note 1: No passenger is allowed to board an aircraft with firearms, except public officials who are authorized to carry firearms for official purposes and have proven the need for firearm access from their entry into the departure aerodrome's boarding lounge until their arrival at the destination aerodrome's disembarkation area.

Passengers carrying firearms are prohibited from boarding TAP Air Portugal flights.

The laws governing the boarding of armed passengers in Brazil are PNAVSEC DECREE No. 11,195, DATED SEPTEMBER 8, 2022, and RESOLUTION No. 461, DATED JANUARY 25, 2018.

12.4.1.5 Weapons, such as swords, knives and similar articles, may, at our discretion, be accepted as Checked Baggage, but are not permitted to be carried in the cabin of the aircraft.

12.4.1.5 Household appliances may not be checked as baggage.

12.4.2 If, although their carriage is prohibited or not acceptable for carriage, you place any of the above in your Baggage, we will not be liable for any seizure by the authorities, loss, theft or damage in connection with such items.

12.4.3 The owner of the baggage shall be liable for any damage caused to the carrier or to any other person for failure to comply with the prohibitions established herein.

12.5 Right to Refuse Carriage

We may refuse carriage as Baggage of any item that we reasonably consider unsuitable for carriage because of its size, shape, weight, content or nature or for safety or operational reasons or for reasons of comfort of the other passengers. We will inform you of non-acceptable items, when you request such.

12.5.1 We will refuse to accept for carriage any article which, in our reasonable opinion, is not properly and securely packed in appropriate packaging. We will inform you of non-acceptable parcels and packaging, when you request such.

12.7 Animals

If we agree to transport your animals, they will be carried as checked baggage or in the cabin depending on their size, weight and dimensions. You should always contact TAP in good time

before the flight to verify the conditions of transport.

The following conditions apply only to TAP flights:

12.7.1 You must ensure that animals, such as dogs, cats, birds and other pets are properly caged and accompanied by valid documents, including health and vaccination certificates, entry permits and other documents required by countries of exit, entry or transit. If these are not complied with, they shall not be accepted for carriage. Such carriage may be subject to other conditions indicated by us, which will be made available to you upon request;

12.7.2 The transport of animals is subject to payment for the service and you will be notified of the prices upon request. Please note that the carriage of animals is subject to the availability of seats and that this service is not refundable if it is not used.

12.7.3 Guide dogs accompanying visually impaired passengers and other emotional support animals will be transported free of charge, but their transport is subject to the conditions indicated by us and will be made available to you on request;

12.7.4 TAP does not transport animals in the executive cabin. If you wish to travel with an animal in the cabin, you can only do so in the economy cabin and if the above-mentioned requirements are met.

12.7.5 TAP does not transport rodents.

12.7.5 It is the responsibility of the guardian of the transported animal to make arrangements for the provision of all necessary documents, including vaccines, and also safety accessories for the transport. We are exempt from any and all liability which may be incurred by the fact that any such animal does not have all the necessary documents, such as exit, entry, health or other documents for exit from, entry into or transit through any country, state or territory and the person carrying the animal shall reimburse us for any fines, costs, losses or liabilities which are reasonably imposed on us for such reason or which we are required to incur.

12.7.6 If you have flights with other carriers, you should observe the rules and conditions of each company and contract the transport of your animal directly with them.

12.8 Baggage Claims

Unless proven otherwise, the receipt of Checked Baggage by the holder of the Baggage Ticket without protest at that time shall comprise sufficient evidence that the Checked Baggage has

been delivered in good condition and in accordance with the terms of the contract of carriage.

12.8.1 If you wish to make a claim for loss to us, you shall do so at the airport of disembarkation as soon as you discover the loss. If you wish to file a claim with us for damage or missing items in Baggage, you must do so within a maximum of 7 (seven) days of receipt of the Baggage.

12.8.2 In the event of a damage claim, we will do our best to (i) repair the damage; or (ii) replace the damaged bag for an equivalent one, and/or (iii) compensate you for the value of the bag.

12.8.3 In the event of loss of Baggage, if the Baggage is not found within 21 days following the flight, we will indemnify you in the amount of 1,288 SDR within 7 (seven) days of receiving the passenger's claim. If there is a Special Declaration of Valuables, the compensation will be made within the limits of the agreed insurance.

12.8.4 In the event of loss, we will reimburse the expenses of the passenger away from home, to a reasonable extent, within 7 (seven) days of the submission of proof of expenses and request for reimbursement.

12.8.5 In the event of a definitive loss, the amounts paid pursuant to article 12.8.4 shall be deducted from the final indemnity, subject to the limit of 1,288 (two thousand two hundred and eighty-eight) SDR. You may choose to receive a refund in credits for the purchase of tickets and services with us.

12.8.6 Any damage caused to a registered fragile item may not be eligible for compensation, according to the rules in force which should be consulted by the passenger when registering any Fragile Item.

ARTICLE 13

PASSENGERS' OBLIGATIONS

13.1 General

It is your responsibility to obtain all necessary travel documents and visas and to comply with all regulations, laws, decisions, orders, travel requirements and rules or instructions of the countries from or to which you will fly or pass through in transit.

13.1.2 We are exempt from any and all liability to any Passenger for any consequences to the same arising from not having the documents or visas referred to in article 13.1.1 above or from not complying with all the regulations, laws, decisions, orders, travel requirements and rules or instructions referred to in that article.

13.2 Travel Documents

You must present us with all documents prior to travel, such as exit, transit, entry, health, unaccompanied minors and other documents required by law, regulation, decision or other rules of the countries involved, allow us to make and retain copies of them and, if requested, entrust a member of the aircraft crew with your passport or your corresponding travel document until the end of the flight. We reserve the right to refuse you carriage if you do not meet these requirements or if your travel documents do not appear to be in order.

13.3 Care with Hand Baggage

Your baggage must be kept under your supervision and care during your stay at the airport and prior to departure. Your hand baggage must be kept under your care and supervision at all times, including inside the aircraft. TAP is not responsible for the items contained in your hand baggage under any circumstances.

13.4 Refusal of Entry

If you are refused entry into a country, you will be responsible for paying any fine, penalty or charge imposed on us by any government department in that country, for paying any detention costs that may be imposed on us, for paying any costs that we may reasonably pay or agree to pay and for paying the cost of transporting you from that country. The amount charged for your carriage to the point where you have been refused entry will not be refunded by us.

13.5 Passenger's Liability for Fines, Detention Costs, etc.

If we are required to pay any fine, fee, charge, penalty or cost or to incur any expense for your failure to comply with the laws, regulations, decisions, orders or other travel requirements of the countries concerned or for your failure to produce the necessary documents, you shall, on request, reimburse us for any amount we have had to pay or spend. Any amount relating to any unused carriage of your Ticket(s) and/or any amount of yours in our possession may be taken into account by us in the case of such a refund.

13.6 Customs Inspection

If requested, you should be present at the inspection of your Baggage by customs officials or other government officials. We will not be liable to you for any loss or damage that you suffer in

the course of such inspection or that results from you being absent from it.

13.7 Security Inspection

You must submit to and allow your Baggage to undergo any security inspection by us or by officials of Governments, airports or Carriers.

ARTICLE 14 LIABILITY

14.1 Statute of limitations

Any legal action for damages must be filed within two years of the date of disembarkation.

14.1.1 Baggage

Our liability for damage, destruction, loss, malfunction and delays of Baggage is, under the Montreal Convention, limited to the ceiling of the amount of 1,288 SDR. If you have completed a Special Declaration of Valuables at the time of checking in the Baggage, our liability will be limited to the declared value, up to the amount of USD 2,500.00 (two thousand five hundred U.S. dollars).

14.1.1 Liability Disclaimer

We are exempt from any, direct or indirect, liability for Damage related to items you should not carry in your Checked Baggage, which includes fragile, perishable, valuable items (such as cash, jewellery, precious metals, computers, personal electronic devices, stock certificates, bonds and other valuable documents), work or academic documents, passports and other identification documents.

14.2 Mitigating Liability

Any liability we have will be excluded or reduced if we prove that a negligent act or omission on your part caused it or contributed to it, respectively.

14.2.1 We will only be liable, notwithstanding the provisions of any applicable law, for damage occurring during the carriage on a flight or flight leg on which our Air Carrier Code appears in the carrier field of the Ticket for that flight or flight segment. If we issue a Ticket or if we check in baggage for carriage by another carrier, we will do so only in our capacity as agent for that other carrier.

14.3 We will not be liable for any damage resulting from us complying with applicable laws and/or governmental rules and regulations, nor for your failure to comply with such.

14.4 The contract of carriage, including these Conditions and exclusions or limitations of liability, apply to our employees, agents, representatives and directors to the same extent as it applies to us. The total amount payable shall not exceed the amount of our own liability, if any.