



**EXPRESSJET AIRLINES, INC.
CONTRACT OF CARRIAGE**

THIS CONTRACT OF CARRIAGE IS ONLY APPLICABLE TO THE TRANSPORTATION OF PASSENGERS AND THEIR BAGGAGE BY EXPRESSJET AIRLINES, Inc. WHEN OPERATING IN THE NAME EXPRESSJET AIRLINES. ALL SUCH TRANSPORTATION IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, TO THE EXTENT SUCH IS NOT INCONSISTENT WITH THE TERMS AND CONDITIONS OF ANY APPLICABLE CHARTER AGREEMENT, BY PURCHASING A TICKET OR ACCEPTING TRANSPORTATION, THE PASSENGER AGREES TO BE BOUND THEREBY.

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TO THE EXTENT EXPRESSJET AIRLINES, Inc. ALSO PROVIDES
TRANSPORTATION IN THE NAME OF CONTINENTAL EXPRESS, THE PROVISION
OF THIS CONTRACT OF CARRIAGE DOES NOT APPLY TO SUCH
TRANSPORTATION

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RULE 1 **DEFINITIONS**

As used in this Contract of Carriage, the following terms, whether or not capitalized, shall have the meanings ascribed below:

Add-On-Fare: See "Arbitrary"

Adult means a person who has reached his/her eighteenth birthday as of the date of commencement of travel.

Animals means, the usual connotation of domestic pets.

Arbitrary means an amount published for use only in combination with other fares for the construction of Through Fares. It is also referred to as "Proportional Fare", "Basing Fare", and "Add-On-Fare".

Baggage means such reasonable articles, effects and other personal property of a ticketed Passenger as are reasonably necessary or appropriate for the wear, use, comfort or convenience of the Passenger in connection with the Passenger's trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the Passenger.

Baggage Check or Baggage Claim Tag mean those portions of the ticket that identify the carriage of a Passenger's checked baggage and that are issued by the carrier as a receipt for the Passenger's checked baggage.

Baggage Tag means a document issued by the carrier solely for identification of checked baggage, the portion of which is attached by the carrier to a particular article of checked baggage.

Banker's Buying Rate ("BBR") means the rate at which, for the purpose of the transfer of funds through banking channels (*i.e.*, other than transactions in bank notes, travelers cheques and similar banking instruments), a bank will purchase a given amount of foreign currency in exchange for one unit (or units) of the national currency of the country in which the exchange transaction takes place.

Banker's Selling Rate ("BSR") means the rate at which, for the purpose of the transfer of funds through banking channels (*i.e.*, other than transactions in bank notes, travelers cheques and similar banking instruments), a bank will sell a given amount of foreign currency in exchange for one unit (or units) of the national currency of the country in which the exchange transaction takes place.

Basing Fare: See "Arbitrary"

Cabin Baggage means Carry-On-Baggage that due to its size and nature requires the purchase of a seat on board the aircraft to transport the piece of baggage.



Calendar Month means the period of time starting with the start of any day in a month, identified by number, and ending with the start of the same day of the following month. When the same day does not occur in the following month, this period ends on the last day of the month.

Calendar Week means a period of seven days starting at 12:01 a.m. Sunday and ending at midnight of the following Saturday, provided that when used in reference to service offered only once a week between points of travel, it shall mean a period of eight days commencing with 12:01 a.m. on the day the flight operates.

Carriage means transportation of Passengers and their baggage by air or ground, either gratuitously or for payment.

Carrier means the carrier (air or ground) issuing the ticket and all carriers that carry or undertake to carry the Passenger and/or his baggage there under.

Carry-on-Baggage means baggage, other than Checked Baggage, carried on board an aircraft by a ticketed Passenger also known as unchecked baggage.

Checked Baggage means baggage that a ticketed Passenger has requested be carried by the carrier and for which the carrier has issued a Baggage Claim Tag to the Passenger.

Child means a person who has reached his/her second birthday but not his/her 14th birthday as of the date of commencement of travel.

Circle Trip means travel from a point and return thereto by a continuous, circuitous air route (including journeys comprising two (2) fare components but which do not meet the conditions of the round trip definition), provided, that where no reasonable direct scheduled air route is available between two points, a break in the circle may be traveled by any other means of transportation without prejudice to the circle trip.

Code-Share means an agreement by which ExpressJet places its two letter designation code "XE" on flights operated by Carriers other than ExpressJet.

Conjunction Ticket means two or more tickets concurrently issued to a Passenger and which together constitute a single contract of carriage.

Consequential Damages means damages which are the result of an act but are not direct or immediate.

Co-Terminal means specified cities which may be considered the same point for determination of journey type.

Contiguous United States or Continental United States means the District of Columbia and all states of the United States other than Alaska or Hawaii.



Contract of Carriage means the terms and conditions contained in this document, as amended from time to time by the Carrier.

Country of Commencement of Transportation means the country from which travel on the first international sector takes place.

Country of Payment means the country where payment is made by the purchaser to the carrier or its agent. Payment by credit card, cashier's check, Traveler's check or other banking instruments shall be deemed to have been made at the place where such instrument is accepted by the carrier or its agent. ExpressJet does not accept personal checks as a form of payment.

Date of Transaction means the date of issuance of the ticket, MCO or PTA.

Days means full calendar days, including Sunday and legal holidays, provided that for the purposes of notification, the balance of the day upon which notice is dispatched shall not be counted; and that for purposes of determining the duration of a validity period, the balance of the day upon which the ticket is issued or the flight commenced shall not be counted.

Department of Transportation ("DOT") means the United States Department of Transportation.

Destination means the ultimate point of the Passenger's journey as shown on the Ticket.

Domestic Carriage ("Domestic") means (except as otherwise specified) carriage in which, according to the Contract of Carriage, the place of departure, the place of destination or stopover, and the entire transportation is between points within the United States, or points within another sovereign state.

Educational Establishment means a school, academy, college, or university offering full time educational, vocational, or technical courses for a school year and does not include a commercial office, industrial or military establishment, or a hospital at which a student is serving an apprenticeship unless such apprenticeship is part of the school curriculum of the Educational Establishment at which the student is enrolled.

Emotional Support Animal –Animal used for psychiatric service, emotional support or comfort; prescribed to the passenger by a licensed mental health professional.

ExpressJet will accept as evidence that an animal is an emotional support animal with the presentation of current documentation which is not more than one year old and presented on the letterhead of a qualified mental health professional which states: that the passenger has a mental health ability

- a. That having the animal accompanying the passenger is necessary to the passenger's mental health or treatment or to assist the passenger (with his or her disability)



b .that the individual providing the assessment of the passenger is a licensed mental health professional and the passenger is under his or her professional care.

ExpressJet means ExpressJet Airlines, Inc. ("ExpressJet") when operating as ExpressJet Airlines and does not include ExpressJet's services when rendered under the trade name of any other carrier, including but not limited to services rendered as Continental Express.

Fare Component means each local currency fare (except Add-On-Fares) where more than one such fare is used in construction of the total fare for a journey.

Flight Coupon means a portion of the Ticket that indicates travel points between which the coupon is good for carriage.

Foreign Air Transportation means transportation between a point in the United States and a point outside thereof.

Half Round Trip Fare means 50 percent of a specified or constructed round trip normal or special fare. In the absence of a specified or constructed round trip normal fare, the one way normal fare is considered to be a half round trip normal fare. If a specified or constructed one way special fare may be doubled to establish a round trip special fare, the one way special fare is considered to be a half round trip special fare.

IATA Rate of Exchange means the published rate of exchange issued by IATA from time to time.

Immediate Family Member means spouse, children, step-children, foster children, legally adopted wards, son/daughter in-law, grandchildren, parents, step-parents, legal guardians, mother/father-in-law, grandparents, brother/sister, step brother/sister, half-brother/sister, brother/sister-in-law, aunts/uncles and nieces/nephews.

Infant means a person who has not reached his/her second birthday as of the date of commencement of travel.

Interline Transfer Point means any point at which the Passenger transfers from the services of one carrier to the services of another carrier.

Interline Transportation means carriage on the services of more than one carrier where carriers agree to accept each other's tickets and baggage.

International Carriage ("International") means any carriage other than Domestic Carriage, however, when the Warsaw and/or Montreal Conventions are applicable, the stated definitions of "International" shall prevail.

International Sector means a Sector of uninterrupted air travel for which the arrival



and departure points are in two different countries.

Interstate Transportation means transportation between a point in any state of the United States and the District of Columbia and a point in any other state of the United States or the District of Columbia.

Intraline Transportation or "On-line" transportation means carriage solely over the services of a single air carrier.

Journey means all travel included on a Ticket or group of Conjunction Tickets.

Legal Guardian means one who legally has the care and management of an infant/minor.

Local Currency Fares means fares and related charges expressed in the currency of the Country of Commencement of Transportation.

Maximum Outside Linear Dimensions means the sum of the greatest outside length plus the greatest outside width, plus the greatest outside height.

Medical Certificate means a letter or form from the Passenger's treating physician or hospital, where applicable, which must be signed and dated within one week of the first affected flight departure by the treating physician, or hospital in the country where the illness or treatment arose and which certifies the nature of the Passenger's illness and treatment.

Military Agencies mean departments of the U.S.A. Army, Navy, and Air Force, the Marine Corps, the Coast Guard, the respective academies of the Army, Navy, Air Force, and Coast Guard, and the National Guard. The Reserve Officer Training Corps is not included.

Military Passenger means military personnel of the Military Agencies who are on active duty status or who have been discharged from active military service within seven days of the date of travel.

Minor means a person who has reached his/her second birthday but not his/her 18th birthday as of the date of commencement of travel.

Miscellaneous Charges Order ("MCO") means a document issued by a carrier or its agents evidencing the provision of services to the person named in such document.

Montreal Convention means the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, May 28, 1999.

Normal Fare means the full fare established for regular or usual service, the application of which is not dependent upon any limited period of ticket validity or other special circumstances. Unless otherwise herein specified, Normal Fares shall be considered to include the following, all year one-way, round trip, circle trip and



open jaw trips.

North America means the area comprised of Alaska, Canada, Continental U.S.A. and Mexico

On-line Tariff Data Base means the remotely accessible, on-line version, maintained by the filer, of (1) the electronically filed tariff data submitted to the "official DOT tariff database," and (2) the DOT approvals, disapprovals and other actions required by DOT.

On-line Transfer Point means any point at which the Passenger transfers from one service of a carrier to another service of the same carrier (bearing a different flight number).

Open-Jaw Trip means travel which is essentially of a round trip nature but the outward point of departure and inward point of arrival and/or outward point of arrival and inward point of departure are not the same.

Origin means the initial starting place of the journey.

Other Charges means charges such as taxes, fees, etc., not to be shown in the fare construction box of the ticket, excluding excess baggage charges.

Oversold Flight means a flight where there are more Passengers holding valid confirmed Tickets that check-in for the flight within the prescribed check-in time than there are available seats.

Passenger means any person, except members of the crew, carried or holding a confirmed reservation to be carried in an aircraft with the consent of the carrier.

Passenger Coupon means that portion of the Ticket constituting the Passenger's written evidence of the Contract of Carriage.

Prepaid Ticket Advice ("PTA") means the notification between offices of a carrier or between carriers that a person has purchased and requested issuance of prepaid transportation for another person.

Qualified Individual with a Disability means any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. The phrases used in this definition are further defined in United States 14 CFR 382.5.

Rebooking means a change in date/time of reservation or other change not requiring ticket re-issuance.

Related Charges means those charges to be shown in the fare construction box of the ticket and excess baggage charges.



Reroute means a change of routing, carriers, fares, class of service, flight or date from that originally provided on the ticket, but does not apply to open tickets.

Resident (“a Resident”) means a person whose usual residence is in a certain country, provided that a more restricted definition may apply under local law.

Revalidation means any permissible change in flight reservations, as determined by the carrier.

Round-Trip means travel from one point to another and return by any air route for which the same normal all year through one way fare of the same class applies from the point of origin, provided that this definition shall not apply to travel for which the same all year through one way fare is established, between two points, in either direction around the world.

Routing means the cities and/or class of service and/or type of aircraft via which carriage is provided by the carrier(s) between two points.

School Year means a period of twelve (12) consecutive months less whatever interruptions for vacations are normally granted by the educational establishment at which the student is enrolled, provided that where the official scholastic year is less than twelve (12) months, “School Year” shall mean not less than a six-month period less whatever interruptions for vacations are normally granted at the educational establishment at which the student is enrolled.

Sector or Segment is the portion of a journey covered by a single Flight Coupon.

Service Animals means any guide dog, signal dog, or other animal trained to provide necessary assistance to a Qualified Individual with a Disability or, a trained animal that assists law enforcement officers in the search of contraband and or other items, or which provides assistance with rescue efforts. ExpressJet will permit a service animal or emotional support animal to accompany a qualified individual with a disability in any seat in which the person sits unless the animal obstructs an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation. Service animals and emotional support animals may not occupy a seat.

Side Trip Combination means the combination of a fare which could be ticketed separately from and/or to an enroute point of a fare component.

Single Open Jaw means travel that is essentially of a round trip nature, except that the outward point of arrival and inward point of departure are not the same or the outward point of departure and inward point of arrival are not the same.

Special Fare means a fare other than a normal fare.



Stopover means a deliberate interruption of travel by the Passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination. For International flights a Stopover will also be deemed to occur at an intermediate point from which the Passenger is not scheduled to depart on the date of arrival, but if there is no connecting departure scheduled on the date of arrival, departure on the next day within 24 hours of arrival shall not constitute a Stopover. If a portion of the routing is traveled by surface transportation, one Stopover shall be deemed to have been taken for such portion. For Domestic flights, a Stopover will also occur when a Passenger arrives at a point and fails to depart from such point on:

- 1) The first flight on which space is available; or
- 2) The flight that will provide for the Passenger's earliest arrival at intermediate or junction transfer point(s) or destination point, via the carrier and class of service as shown on the Passenger's Ticket; provided, however, that in no event will a Stopover occur when the Passenger departs from the intermediate/junction point on a flight shown in the carrier's official general schedule as departing within four hours after arrival at such point.

Surface Sector means transportation by means other than air between two intermediate points in a Fare Component.

Through Fare means a fare applicable for travel between two consecutive fare construction points via an intermediate point(s).

Ticket means the record of agreement, including electronic tickets, e.g., for the carrier(s) to provide transportation and related services under certain terms and conditions to the Passenger named on the Ticket and in accordance with applicable governing tariffs and regulations.

Ticketed Point means points shown in the 'good for passage' section of the ticket plus any other point(s) used for fare construction and shown in the fare construction box of the ticket, provided that two flight numbers of two carriers such as for an interchange flight will not be permitted on one Flight Coupon.

Transfer means a change from the flight on one carrier to the flight of another carrier, or a change from the flight of a carrier to another flight of the same carrier bearing the same flight number, or a change from the flight of a carrier to another flight that is a service bearing a different flight number of the same carrier, irrespective of whether or not a change of aircraft occurs.

Transfer Point means any point at which the Passenger Transfers.

Transit Point means any stop at an intermediate point on the route to be traveled (whether or not a change of aircraft is made) which does not fall within the definition of a Stopover).

Unaccompanied Minor means Children/Minors 8 to 14 years of age when traveling



alone or not accompanied on the same flight and in the same compartment by a companion Passenger at least 18 years of age or with their Legal Guardian or parent(s).

United States of America (or the "United States" or the "U.S.A.") means, unless otherwise specified, the area comprised of the 48 contiguous states, the District of Columbia, Alaska, Hawaii, Puerto Rico the U.S. Virgin Islands, American Samoa, Guam, Midway, and Wake Islands.

United States Department of Defense means the U.S.A. Department of the Army, Navy, and Air Force, and the U.S.A. Marine Corps.

Validate means a confirmation that the Ticket has been officially issued by the carrier.

Warsaw Convention means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929, or where applicable, that Convention, as amended, including without limitation, by the Protocol signed at The Hague September 28, 1955.



RULE 2 - STANDARD FORMAT OF ELECTRONIC RULES FOR TARIFF FILING PURPOSES

Rule number reserved for Airline Tariff Publishing Company ("ATPCO") filings.

RULE 3 - APPLICATION OF CONTRACT

A) These Rules constitute the conditions of carriage upon which ExpressJet Airlines, Inc., agrees to provide Domestic and International Carriage and are expressly agreed to by the Passenger. These Rules are also the tariffs filed by in accordance with certain government regulations.

B) This Contract of Carriage is subject to applicable laws, regulations, rules, and security directives imposed by governmental agencies, including but not limited to those imposed during or as a result of a national emergency, war, civil unrest or terrorist activities. In the event of a conflict between the Rules contained herein and such government laws, regulations, rules, security directives and their corresponding effects on ExpressJet operation, the latter shall prevail.

C) Whether a Ticket for transportation on ExpressJet was sold by ExpressJet or its authorized agents (including other carriers acting on behalf of XE), the rules herein are applicable to transportation only on ExpressJet. Under arrangements with ExpressJet independent carriers may provide Interline Transportation or Code Share services. Travel on those independent carriers is subject to the terms and conditions of the contract of carriage of the independent carriers, which may differ from ExpressJet's Contract of Carriage. The extent that this Contract of Carriage is only applicable to the transportation of passengers and their baggage by ExpressJet Airlines, Inc. When operating in the name ExpressJet Airlines all such transportation is subject to the following terms and conditions, in addition to any terms and conditions printed on or in any ticket, ticket jacket, or e-ticket receipt, or specified on any internet site, or in any applicable charter agreement, or in published schedules. By purchasing a ticket or accepting transportation, the passenger agrees to be bound thereby.

D) International Carriage is subject to the rules relating to liability and to all other provisions of the Warsaw Convention, as amended and ratified by the United States, and/or the Montreal Convention, whichever may be applicable to the particular transportation being provided.

E) Except as otherwise provided within specific fare rules, transportation is subject to the Contract of Carriage and charges in effect on the date on which the Ticket is issued. References to pages, rules, items and notes are coterminous and include revisions, supplements and reissues thereof.

F) Where the Ticket has been purchased and issued before the effective date of an increase in the applicable fare, the increase will not be collected, provided there is no change in Origin, Destination, Stopover point(s), flight(s) or dates shown on the original Ticket. These provisions apply whether an increase results from a change in



fare level, a change in conditions governing the fare or a cancellation of the fare itself.

G) ExpressJet will be responsible for the furnishing of transportation only over its own lines. When ExpressJet undertakes to issue a Ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), ExpressJet will act only as agent for the other carrier and will assume no responsibility for the acts or omissions of such other carrier.

H) No employee or agent of ExpressJet has the authority to alter, modify, or waive any provision of the Contract of Carriage unless authorized by a corporate officer of ExpressJet. ExpressJet's appointed agents and representatives are only authorized to sell Tickets for air transportation pursuant to approved fares, rules, and regulations of ExpressJet. Failure or delay on the part of either party to exercise any right or power herein shall not operate as a waiver thereof.

I) Except to the extent specifically stated otherwise herein or required by law, including the Warsaw and Montreal Conventions, ExpressJet shall not be liable for any consequential, compensatory, indirect, incidental or punitive damages arising out of or in connection with the performance of its obligations under these rules.

J) ExpressJet's obligations hereunder extend only to the Ticketed Passenger. There are no third party beneficiaries to these rules.

K) Except where provided otherwise by law, ExpressJet's conditions of carriage, rules and tariffs are subject to change without notice, provided that no such change in fare or other airline charges shall apply to tickets issued prior to the effective date of such change.

L) The invalidity of any provision herein by local law shall not affect the validity of any other provision that shall remain in full force and effect.

M) If ExpressJet makes arrangements for Passengers with any third party to provide any services other than carriage by air, or if ExpressJet 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, ExpressJet acts only as Passengers' agent in doing so. The terms and conditions of the third party service provider will apply.

N) Except as otherwise provided below, fare rule provisions, local or joint fares, including Arbitraries, contained in the On-line Tariff Database maintained by Airline Tariff Publishing Company on behalf of ExpressJet is considered to be part of International Passenger Rules and Fares Tariff No. IPR-2, C.A.B. No. 376, NTA(A) No. 210.I



RULE 4 - RESERVATIONS — CONFIRMATION/FARE QUOTES/DISCLOSURES

A) A reservation for space on a given flight of ExpressJet is valid when the availability and allocation of such space is confirmed by ExpressJet or an authorized agent of ExpressJet and payment is made. ExpressJet will refund a telephone reservation within 24 hours of purchase. Subject to payment or other satisfactory credit arrangements, a validated Ticket will be issued by ExpressJet or the authorized agent of ExpressJet indicating such confirmed reserved space provided the Passenger applies to ExpressJet or the authorized agent of ExpressJet for such Ticket at least 30 minutes before the scheduled Domestic departure time of the applicable flight, or 60 minutes prior to departure of an International itinerary. Such reservation of space is subject to cancellation by ExpressJet without notice if the Passenger does not comply with this Rule. Where other rules, including fare rules, provide for the issuance, validation, or purchase of a Ticket within specific time limits, these specific time limits will apply.

B) Once a Passenger obtains a Ticket indicating confirmed reserved space for a specific flight and date either from ExpressJet or its authorized agent, the reservation is confirmed even if there is no record thereof in ExpressJet's reservation system.

C) When a person calls ExpressJet's telephone reservation system, ExpressJet will offer such person the lowest published fare available through such telephone reservation system for which the person is eligible given the dates, flights and class of service requested.

D) ExpressJet will disclose at the time a reservation is made and prior to actual Ticket purchase, any available information regarding a change of aircraft on a single flight with the same flight number.

E) Upon request, ExpressJet will disclose general information regarding aircraft configuration, including seat size and pitch, for the aircraft type on which the passenger is booked. Variations may occur within an aircraft type.

F) ExpressJet will make available through its website or otherwise, rules, restrictions, and an annual report on loyalty program redemptions.

G) ExpressJet will disclose to a Passenger, upon request, whether the flight on which the Passenger is Ticketed is, at the time of the request, Overbooked if, within the usual and ordinary scope of such ExpressJet employee's work, the information is available to the employee to whom the request is directed.

H) ExpressJet does not guarantee allocation of any particular seat in the aircraft, including advanced seat requests.

I) ExpressJet may limit the number of Passengers carried at any fare level and certain fares will not necessarily be available on all flights. The number of seats which ExpressJet shall make available on a given flight will be determined by ExpressJet.



RULE 5 - CANCELLATION OF RESERVATIONS

A) ExpressJet has the right to cancel reservations (whether or not confirmed) of any Passenger whenever such action is necessary to comply with any governmental regulation, upon any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond ExpressJet's control, including Force Majeure events.

B) ExpressJet has the right to cancel reservations (whether or not confirmed) due to the Passenger's failure to comply with the rules set forth herein, including but not limited to, the Passenger's failure to pay for the applicable Ticket under the conditions applicable to the fare for such travel.

C) Failure to Occupy Space

If a Passenger fails to occupy space which has been reserved for him/her on a flight of ExpressJet and ExpressJet fails to receive notice of the cancellation of the reservation before the departure, or if any carrier cancels the reservation of any Passenger, ExpressJet may cancel all reservations (whether or not confirmed) held by such Passenger on the flights of ExpressJet or any carrier for continuing or return space, provided ExpressJet or an authorized agent of ExpressJet originally reserved that space.

D) Airport Check-In Time Limits

ExpressJet has the right to cancel reservations (whether or not confirmed), deny boarding and/or refuse the acceptance of checked baggage of any Passenger who fails to present himself/herself within the following time requirements for check-in of Passengers and/or Baggage:

1) Domestic flights

a) For Passengers who do not need to check baggage, Passenger must complete the purchase of the ticket(s), check-in and obtain a boarding pass at least 30 minutes prior to scheduled departure.

b) For Passengers who do need to check baggage, Passenger must complete the purchase of the ticket(s), check-in, obtain a boarding pass, and complete baggage check-in at least 30 minutes prior to scheduled departure.

c) All Passengers must be present at the loading gate for boarding at least 15 minutes prior to scheduled departure.

NOTE: If the Passenger's itinerary includes an international destination, the international time limits in D(2) below apply to all flights in the itinerary.

2) International flights:

a) Passenger must complete the purchase of the ticket(s), check-in, check baggage, and obtain a boarding pass at least 60 minutes prior to scheduled departure.

b) All Passengers must be at the loading gate for boarding at least 30 minutes prior to scheduled departure.



E) The time limits provided by ExpressJet in this Rule are minimum time requirements. Due to federal security screening measures in place at airports, Passenger and baggage processing time may differ from airport to airport. It is Passenger's responsibility to arrive at the airport with enough time to complete the security screening process and to comply with these ExpressJet minimum time limits.

F) ExpressJet is not liable for any consequential, compensatory, or other damages when it cancels reservations (whether or not confirmed) of any Passenger in accordance with this Rule, but if the reservation was canceled according to paragraph (A) of this Rule, see Rule 20.

G) Overbooking

All of ExpressJet's flights are subject to Overbooking which could result in ExpressJet's inability to provide previously confirmed reserved space for a given flight or for the class of service reserved. In that event, ExpressJet's obligation to the Passenger is governed by Rule 21.

RULE 6 - TICKETS

A) When more than one Ticket, either in a paper or electronic format, must be issued to properly reflect all of the information required for a complete flight itinerary, the individual Tickets will be cross referenced by their Ticket numbers and are considered to be a single Ticket or "Conjunction Ticket."

B) A Ticket will not be issued, and in any case ExpressJet will not be obligated to carry any Passenger until the Passenger has paid the applicable fare or has complied with credit arrangements established by ExpressJet.

C) No person will be entitled to transportation except upon presentation of a valid Ticket.

D) Lost Tickets. See Rule 23 (D).

E) A Ticket which has not been validated or which has been altered, mutilated, or improperly issued, is not valid.

F) Flight Coupons will be honored only in the order in which they were intended to be used and, in the case of written Tickets, only if all unused Flight Coupons and Passenger Coupons are presented together.

G) Tickets are not transferable unless otherwise stated on the Ticket at the time it was issued. ExpressJet is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person. If a Ticket is in fact used by an unauthorized person with or without the knowledge or consent of the person to whom the Ticket was issued, ExpressJet will not be liable for the destruction, damage, or delay of such unauthorized person's baggage or other personal property, or for the death or injury of such unauthorized person arising from or in connection with such unauthorized use. As used herein, "unauthorized person", means any person other



than the person to whom the ticket is issued and who is entitled to be transported or to a refund in accordance with the rules in this Contract of Carriage.

H) A Ticket will be valid only for flight(s) for which reservation(s) have been made and only between the points named on the ticket or applicable Flight Coupons. A Passenger holding an unused open-date Ticket or portion thereof or Exchange Order for onward travel, or who wishes to change a ticketed reservation to another date, shall not be entitled to any preferential right with respect to the obtaining of reservations.

I) Passengers Occupying Two Seats

Upon request, or if determined necessary by ExpressJet, and given availability, a Passenger will be permitted to the exclusive use of two seats subject to the payment of two applicable fares for the points between which the two seats will be used. A Ticket will be issued for each seat and the normal free baggage allowance will apply in connection with each such Ticket presented to ExpressJet.

J) Prohibited Practices

1) Fares apply for travel only between the points for which they are published. Tickets may not be purchased and used at fare(s) from an initial departure point on the Ticket which is before the Passenger's actual point of origin of travel, or to a more distant point(s) than the Passenger's actual destination being traveled even when the purchase and use of such Tickets would produce a lower fare. This practice is known as "Hidden Cities Ticketing" or "Point Beyond Ticketing" and is prohibited by ExpressJet.

2) The purchase and use of round-trip Tickets for the purpose of one-way travel only, known as "Throwaway Ticketing" is prohibited by ExpressJet.

3) The use of Flight Coupons from two or more different Tickets issued at round trip fares for the purpose of circumventing applicable tariff rules (such as advance purchase/minimum stay requirements) commonly referred to as "Back-to-Back Ticketing" is prohibited by ExpressJet.

K) ExpressJet's Remedies for Violation(s) of Rules

Where a Ticket is purchased and used in violation of the Contract of Carriage or any fare Rule (including Hidden Cities Ticketing, Point Beyond Ticketing, Throwaway Ticketing, or Back-to-Back Ticketing), ExpressJet has the right in its sole discretion to take all actions permitted by law, including but not limited to, the following:

1) Invalidate the Ticket(s);

2) Cancel any remaining portion of the Passenger's itinerary;

3) Confiscate any unused Flight Coupons;

4) Refuse to board the Passenger and to carry the Passenger's baggage, unless the difference between the fare paid and the fare for transportation used is collected prior to boarding;

5) Assess the Passenger for the actual value of the Ticket which shall be the difference between the lowest fare applicable to the Passenger's actual itinerary and the fare actually paid;

6) Delete miles in the Passenger's loyalty program account (ExpressJet's loyalty program), revoke the Passenger's loyalty program status, if any, in the loyalty program, terminate the Passenger's participation in the loyalty program, or take any



other action permitted by the ExpressJet loyalty program rules; and
7) Take legal action with respect to the Passenger.

RULE 7 - TICKET VALIDITY PERIOD

A) Period of Validity

Except as otherwise provided in this Rule or required by the applicable local law of a foreign jurisdiction, any eligible Ticket issued by ExpressJet or its authorized agent on ExpressJet ticket stock will be valid for transportation for one year from the date on which transportation commences at the point of origin as designated on the original Ticket or, if no portion of the Ticket is used, one year from the date of issuance of the original Ticket. When a Ticket includes an excursion or special fare having a shorter period of validity than one year, the shorter period of validity will apply only to the excursion or special fare transportation. When a fare limits the carriage to specific periods of the day, week, month, or year, the Ticket is valid for the specified periods only. When fares are combined to create Round/Circle/Open-Jaw Trips, the most restrictive provisions will apply to the entire transportation.

B) Extension of Validity Period

1) If the Passenger is prevented from using the Ticket, or a portion thereof during the period of validity specified in this Rule due to a ExpressJet flight cancellation or because ExpressJet is unable to provide space on the flight, ExpressJet will, without additional collection of fare, extend the ticket validity period of such Passenger's Ticket until the first flight of ExpressJet, on which space is available in the class of service for which the fare has been paid.

2) If the Passenger is unable to commence or continue his/her travel due to his/her personal illness or physical incapacity, or the illness, death, or physical incapacity of a member of his/her immediate family, or of an associate with whom he/she is traveling, ExpressJet may extend the period of validity beyond the original limit but not to exceed thirty (30) days.

C) Waiver of Minimum Stay Requirements- Special Fare

In the event of the death of a Passenger enroute, the minimum stay and group travel requirements with regard to any special fares will be waived for Passengers who are immediate family members of the deceased Passenger or were otherwise actually accompanying the deceased Passenger, on the following conditions:

1) The ticket must be endorsed "earlier return on account of death of (name of Passenger)"; and

2) A copy of the death certificate duly executed by the competent authorities under the applicable laws of the country in which death has occurred must be presented to ExpressJet at the time of reticketing. Passengers will be accommodated under this provision only in the class of service originally ticketed.

NOTE: If the death certificate is not available at the time the Passenger requests reticketing under this provision, or if documentation satisfactory to ExpressJet has not been provided, the Passenger(s) requesting reticketing will be accommodated only upon payment of the fare applicable to transportation actually used and a request for a refund may later be filed with ExpressJet with the documents required. Upon receipt of the request for a refund and all supporting documents, ExpressJet will determine whether a refund to the Passenger is appropriate. If so, the



maximum refund will be the difference between the total fare paid by the Passenger and the amount such Passenger would have paid if a waiver had been originally furnished under the provisions of this Rule.

D) Ticket Issue Date

The date when payment is made by credit card, or the ticket invoice date established when payment is made by other acceptable form of payment, will constitute the date a Ticket is "issued" in determining the validity period under this Rule.

RULE 8 - RETURNED CHECK CHARGE

ExpressJet will collect USD 25 for each returned check. This charge is non-refundable and is not subject to any discount.

RULE 9 - ACCEPTANCE OF CHILDREN/MINORS AND INFANTS

A) Traveling with Children

1) Passengers 14 years of age and under are deemed "accompanied" and will be accepted for transportation when traveling on the same flight and in the same compartment with an Adult Passenger. Proof of age of the Passengers may be required by ExpressJet.

NOTE: Infants, Children and Minors will be considered accompanied when they are traveling with their Legal Guardian or one of their parents irrespective of the age of the parent or Legal Guardian.

2) ExpressJet does not accept infants in incubation (except as permitted under Rule 10 A) or infants under 7 days old).

3) Lap Children (infants under the age of two years):

a) One Lap Child per Adult Passenger is accepted. Additional infants under the age of two years must occupy a seat and be ticketed at the applicable fare.

b) Infants under the age of two years who are not ticketed may not occupy a seat.

NOTE: Infants who are carried in an adult's lap do not require a Ticket for domestic travel. In many cases a Ticket is required for the infant to travel as a lap child on international flights even if no fare is paid. In addition, some international destinations charge fees for lap children, which will be assessed for the lap child's travel. A USD 0 value or fee only Ticket may be issued for the infant.

4) Children who have reached their second birthday are required to purchase a seat and occupy a seat with a separate seat belt. Infants reaching their second birthday after outbound flights will be required to purchase a Ticket and occupy a seat for continuing/return flights only.

5) Infant/child Seats: Children unable to sit upright with the seat belt fastened must be carried in an approved infant/child seat, if not being held by an Adult Passenger as a lap child. Infant/child seats:

a) Must be FAA approved and be clearly marked with the original NHTSA label.

b) Must be used in unoccupied aircraft seats and cannot be held in an adult's lap.

c) Cannot be used in an Exit Row.



d) Must remain properly secured to an aircraft seat at all times unless stored as a carry-on.

B) Acceptance of Unaccompanied Minors

Children/Minors eight to 14 years of age are deemed "unaccompanied" when traveling alone or not accompanied on the same flight and in the same compartment by a companion Passenger at least 18 years of age or with their Legal Guardian or parent(s). Children under eight years of age must be "accompanied" by a companion passenger at least 18 years of age or with their Legal Guardian or parent(s) and will not be accepted as "unaccompanied" under any conditions. Unaccompanied Children/Minors are accepted for transportation at ExpressJet's sole discretion, only under the following conditions:

1) The Child/Minor must be brought to the airport of departure by a parent, Legal Guardian, or responsible adult who shall remain with the Child/Minor until the Child/Minor has boarded and the plane is airborne, and who must furnish ExpressJet with satisfactory written documentation that the Child/Minor will be met by another parent, Legal Guardian, or responsible adult upon deplaning at the Child/Minor's destination. The parent, Legal Guardian, or responsible adult delivering the Child/Minor for departure and receiving the Child/Minor upon arrival will be required to complete and sign documentation as provided by ExpressJet relating to such unaccompanied Child/Minor.

2) In no event will such unaccompanied Child/Minor be accepted for travel:

- a) if the flight on which the Child/Minor holds a reservation is expected to terminate short of or bypass the Child/Minor's destination;
- b) if the flight is scheduled to depart between the hours of 9:00 p.m. and 5:00 a.m.
- c) ExpressJet will not accept unaccompanied minors/child on through or connecting flights.

C) Unaccompanied Assistance Charge

Unaccompanied Children's/Minors' assistance is a service provided by ExpressJet as follows:

1) Unaccompanied assistance is mandatory for Passengers 8 to 14 years old.

2) Unaccompanied assistance is optional for Passengers 15 to 17 years old.

NOTE: ExpressJet will not provide a minor 15 to 17 years of age with unaccompanied minors' assistance when the minor is traveling with a child or infant under the age of eight.

3) For travel within and between the U.S.A., Canada or Mexico ExpressJet will charge a service fee of USD 50 (one way) for non stop flights only. ExpressJet will not accept unaccompanied minors/child on through or connecting flights.

RULE 10 - SPECIAL SERVICES

A) Definition of Non-Ambulatory under this Rule:

1) Persons who are unable to move themselves or need the support of another person to walk or move, but who are otherwise capable of caring for themselves without assistance throughout the flight are considered Non-Ambulatory.

2) If a Passenger uses a wheelchair for convenience, the Passenger is not considered to be Non-Ambulatory.



3) A child or infant is not considered to be Non-Ambulatory merely because of his/her age, except when requiring an Infant Transport System. (An Infant Transport System is necessary to move premature and other sick infants from hospitals without the specialist, intensive care facilities they need to hospitals with neonatal intensive care and other specialist services).

4) If the Passenger can move himself/herself from his/her seat to the nearest emergency exit without the aid of another person, the Passenger is not considered to be Non-Ambulatory, regardless of the degree of impairment.

B) Qualifications for Acceptance of Non-Ambulatory Passengers

Non-Ambulatory Passengers are accepted when accompanied by an attendant able to assist the Non-Ambulatory Passenger to evacuate the aircraft in accordance with U.S. 14 CFR 382.35. See Rule 10.

C) Qualified Individual with a Disability

ExpressJet requires a Passenger, including a Qualified Individual with a Disability, to provide up to 48 hours' advance notice and one hour advance check-in for Domestic U.S. flights/two hours advance check-in for International flights if such Passenger wishes to receive any of the following service accommodations:

1) Transportation of an electric wheelchair in cargo on a flight scheduled to be made on an aircraft with fewer than 60 seats.

2) Provision by ExpressJet of hazardous materials packaging for a battery for a wheelchair or other assistive device.

3) Accommodation for a group of ten or more Qualified Individuals with Disabilities who make reservations and travel as a group.

Note: onboard wheelchairs are not available on flights operated by ExpressJet.

D) Denied Boarding Compensation

1) If ExpressJet determines that an attendant is essential for safety, ExpressJet may require that a Passenger, including a Qualified Individual with a Disability, meeting any of the following criteria travel with an attendant as a condition of being provided air transportation:

a) A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from ExpressJet personnel, including the safety briefing required by U.S. 14 CFR 121.571(a)(3), (a)(4) and 135.117(b);

b) A person with a mobility impairment so severe that the person is unable to assist in his or her evacuation of the aircraft; or

c) A person who has both severe hearing and severe vision impairments if the person cannot establish some means of communication with ExpressJet personnel adequate to permit the transmission of the required safety briefing.

NOTE: If ExpressJet determines that a person meeting the criteria in subparagraphs (a), (b) or (c) above must travel with an attendant, contrary to the individual's self-assessment that he/she is capable of traveling independently, ExpressJet will not charge for the transportation of the attendant.

EXCEPTION: For Passengers traveling to/from Canada, ExpressJet will accept a



disabled person's determination of his/her self-reliance; or

2) If, because there is not a seat available on a flight for an attendant whom ExpressJet has determined to be necessary, a Qualified Individual with a Disability with only one confirmed reservation is unable to travel on the flight, the Qualified Individual with a Disability shall be eligible for denied boarding compensation in accordance with Rule 21. For purposes of determining whether a seat is available for an attendant, the attendant shall be deemed to have checked in at the same time as the Qualified Individual with a Disability.

E) For Rules regarding wheelchairs, see Rules 19 and 24.

RULE 11 MEDICAL SERVICES

A) Oxygen Service

Oxygen service is not Provided by ExpressJet.

B) Portable Oxygen Concentrator

Passengers may provide oxygen in approved containers or concentrators. ExpressJet will accept at no charge FAA approved personal oxygen concentrators (POC) for carriage and use on board the aircraft. The passenger is subject to meet the following requirements:

- 1) There are five POC brands that ExpressJet will accept for use in the cabin, they are the Airsep Lifestyle, Inogen One, Airsep Freestyle, Sequal Eclipse and Respiration EverGo.
- 2) Notify ExpressJet to use the POC on board at time of check in or in advance through reservations.
- 3) Ensure passenger has ample charged batteries to power the POC for duration of the flight and allow for unanticipated delays and any ground connection time the POC is planned to be used.
- 4) The user must possess a written physician's statement to be kept in that person's possession that includes the following information:
 - a) the user has the ability to see, hear, understand the device's aural and/or visual warnings and is able to take appropriate action.
 - b) whether the use of POC is necessary for the entire flight or just a portion of the flight
 - c) maximum oxygen flow rate considering the air pressure in the cabin under normal operating conditions
- 5) Ensure all extra batteries are properly protected from short circuiting.

C) Ventilator Power Supply

Aircraft power supply is not available for Passenger's ventilator connections. A Passenger may check with ExpressJet's customer service or reservations regarding use of approved battery-powered devices.



RULE 12
SERVICE ANIMALS

A) ExpressJet accepts for transportation, without charge, trained Service Animals for travel with a Qualified Individual with a Disability who requires the animal to assist them in the performance of necessary activities. Trained Service animals and Emotional Support Animals (“ESA”) will be permitted to accompany the Passenger into the cabin, if they meet the conditions of acceptance noted below.

B) Conditions of Acceptance

1) ExpressJet shall accept as evidence that an animal is a Service Animal such items as identification cards, other written documentation, and the type of harness or markings on the harness, tags, or other credible assurances of the Qualified Individual with a Disability using the animal.

2) Service Animals must be properly harnessed and remain under the direct control of the Passenger.

3) Certain Service Animals, must be small enough and confined to sit in the Passenger’s lap or in the space under the seat without invading another Passenger’s seat area during the entire flight. If no other seat accommodation can be made and the animal is too big to fit safely in the cabin, the Passenger and the Service Animal may be re -accommodated.

4) Passengers with Service Animals will not be seated in emergency exit rows. They may not obstruct an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation.

C) ExpressJet accepts for transportation, without charge, a properly harnessed dog trained in explosive detection, drug search, and rescue, or other specific functions, when accompanied by its handler on official emergency business as authorized by an appropriate federal, state, or local government agency. The dog will be permitted to accompany its handler into the cabin, but not to occupy a seat.

D) The Passenger assumes full responsibility for the safety, well-being, and conduct of the Service Animal, including the interaction of the Service Animal with other passengers who may come in contact with the animal while on board the aircraft, and for compliance with all governmental requirements, regulations, or restrictions, including entry permits and required health certificates of the country, state, or territory from and/or to which the animal is being transported.

E) Limitation of Exclusion from Liability

1) ExpressJet will not be liable for illness or injury to an animal or death of an animal due to illness or injury in connection with a flight on ExpressJet.

2) ExpressJet will not be liable for loss or expense due to the Passenger’s failure to comply with the provisions of this Rule, including, without limitation, if any animal is refused passage into or through any state or country.



RULE 13 - GROUND TRANSFER SERVICE

A) ExpressJet may provide ground transfer service between airports and city centers.

B) Except where ground transfer service is directly operated by ExpressJet it is agreed that any such service is performed by independent operators. Anything done by an employee, agent or representative of ExpressJet in assisting the passenger to make arrangements for such independent ground transfer service shall in no way make ExpressJet liable for the acts or omissions of such independent operator.

C) In cases where ExpressJet maintains and directly operates local transfer services for its Passengers, the terms, conditions, rules and regulations of ExpressJet including but not limited to, those stated or to which reference is made in ExpressJet Tickets, Baggage Checks and baggage valuation agreements shall be deemed applicable to such local ground transfer services. No portion of the air transportation fare shall be refundable in the event local ground services are not used by the Passenger.

RULE 14 - CODE-SHARE SERVICE

A) Under a code-share arrangement with ExpressJet certain independent carriers are authorized to utilize ExpressJet's two-letter designator code, "XE" to market their flights. Travel on these carriers, even when the flight number is designated as "XE" is subject to the terms and conditions of the Contract of Carriage of the carrier operating the flight and may differ from XE's Contract of Carriage. Terms and conditions that may differ include, but are not limited to:

- 1) Baggage acceptance, including, but not limited to, size, weight and contents;
- 2) Carriage of animals as checked baggage or in the cabin of the aircraft;
- 4) Compensation for denied boarding due to oversale of seats; and
- 5) Limitation of liability for lost or damaged baggage.

ExpressJet internet website, www.xjet.com, contains a list of the independent carriers currently utilizing ExpressJet two-letter designator code.

B) ExpressJet will advise Passenger at the time of Passenger's initial inquiry when an ExpressJet flight is operated by another carrier under a Code-Share arrangement.

RULE 15 - TRAVEL DOCUMENTS

A) Each Passenger desiring transportation across any international boundary is responsible for obtaining all necessary travel documents and for complying with the laws of each country flown from, through or into which he/she desires transportation. The Passenger will pay or reimburse each carrier for any loss, damage, or expense suffered or incurred by such carrier by reason of such Passenger's failure to do so. ExpressJet is not liable for any assistance or information provided by any agent/employee of ExpressJet to any Passenger relating to such documents or compliance with such laws, or for the consequences to any Passenger resulting from his/her failure to obtain such documents or to comply with such laws. Where legally



permitted, ExpressJet reserves the right to hold, photocopy or otherwise reproduce a travel document presented by any Passenger.

B) Subject to applicable laws and regulations, the Passenger must pay the applicable fare whenever ExpressJet, on government order, is required to return a Passenger to his/her point of origin or elsewhere due to the Passenger's inadmissibility into/or deportation from a country. The fare will be the applicable fare in effect at the time of the original Ticket's issuance. Any difference between the applicable fare and the fare paid will be collected from or refunded to the Passenger, as the case may be. ExpressJet will apply to the payment of such fares any funds paid by the Passenger for unused carriage or any funds of the Passenger in possession of ExpressJet. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by ExpressJet if the law of such country requires that the fare be refunded.

C) This Rule and its limitations include, but is not limited to, Travel Documents related to travel by minors. Some countries require special documents for minors traveling with only one parent to/from an international destination.

RULE 16 - SCREENING OF PASSENGERS AND BAGGAGE

Passengers and/or their baggage are subject to security screening, including but not limited to, security profiling, physical pat-downs and inspections, x-ray screening, manual bag searches, questioning of Passengers, and use of electronic or other detectors or screening or security devices, in the sole discretion of the government, airport or ExpressJet and with or without the Passenger's presence, consent or knowledge. Neither ExpressJet nor its employees or agents is liable for any damage, loss, delay (including refusal to transport), confiscation of property, injury or other harm relating to or arising out of security screening or Passenger's failure to submit to or comply with such security screening.

RULE 17 - REFUSAL TO TRANSPORT

ExpressJet shall have the right to refuse to transport or shall have the right to remove from the aircraft at any point, any Passenger for the following reasons:

A) Breach of Contract of Carriage – Failure by Passenger to comply with the Rules of the Contract of Carriage.

B) Government Request or Regulations – Whenever such action is necessary to comply with any government regulation, security directive, or any governmental request for emergency transportation in connection with the national defense.

C) Force Majeure and Other Conditions – Whenever such action is necessary or advisable by reason of weather or other conditions beyond ExpressJet's control including, but not limited to, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, terrorist activities, or disturbances, whether actual, threatened, or reported.



D) Search of Passenger or Property – Whenever a Passenger refuses to submit to electronic surveillance or to permit search of his/her person or property.

E) Proof of Identity – Whenever a Passenger refuses on request to produce identification satisfactory to ExpressJet or who presents a Ticket to board and whose identification does not match the name on the Ticket. ExpressJet will require identification of persons purchasing Tickets and/or presenting a Ticket(s) for the purpose of boarding the aircraft.

F) Failure to Pay – Whenever a Passenger has not paid the appropriate fare for a Ticket, Baggage, or applicable service charges for services required for travel, or produced satisfactory proof to ExpressJet that the Passenger is an authorized non-revenue Passenger or has engaged in a prohibited practice as specified in Rule 6.

G) Across International Boundaries – Whenever a Passenger is traveling across any international boundary if:

- 1) The government required travel documents of such Passenger appear not to be in order according to ExpressJet reasonable belief; or
- 2) Such Passenger's embarkation from, transit through, or entry into any country from, through, or to which such Passenger desires transportation would be unlawful or denied for any reason.

H) Safety – Whenever refusal or removal of a Passenger may be necessary for the safety of such Passenger or other Passengers or members of the crew, including, but not limited to:

- 1) Persons whose conduct is disorderly, offensive, abusive, or violent;
- 2) Persons who fail to comply with or interfere with the duties of the members of the flight crew, federal regulations, or security directives;
- 3) Persons who assault any employee of ExpressJet, including the gate agents and flight crew, or any ExpressJet Passenger;
- 4) Persons who, through and as a result of their conduct, cause a disturbance such that the captain or member of the cockpit crew must leave the cockpit in order to attend to the disturbance;
- 5) Persons who are barefoot or not properly clothed;
- 6) Persons who are unable to sit in a single seat with the seat belt properly secured, unless they comply with Rule 6 (I);
- 7) Persons who appear to be intoxicated or under the influence of drugs unless the appearance of such condition is solely due to the person being a Qualified Individual with a Disability, in which case boarding will not be denied; NOTE: If ExpressJet determines a passenger has engaged in the activity(ies) enumerated in H)1-7, such actions will constitute a Breach of the Contract of Carriage.
- 8) Persons who wear or have on or about their person concealed or unconcealed deadly or dangerous weapons; provided, however, that ExpressJet will carry law enforcement personnel who meet the qualifications and conditions established in U.S. F.A.R. 108.11;
- 9) Persons who are manacled;
- 10) Persons who have resisted or may reasonably be believed to be capable of resisting custodial supervision;



- 11) Pregnant Passengers expecting delivery within seven days, unless such Passenger provides a doctor's certificate dated no more than 72 hours prior to departure stating that the doctor has examined and found the Passenger to be physically fit for air travel to and from the destination requested on the date of the flight and that the estimated date of delivery is after the date of the last flight;
- 12) Persons with a communicable disease or infection known or reasonably believed by ExpressJet to pose a direct threat to the health or safety of others in the course of a flight. If a Qualified Individual with a Disability with such communicable disease or infection presents a medical certificate (dated within ten (10) days of the date of the flight for which it is being presented) to ExpressJet with specific conditions under which such person can travel and not pose a direct threat to the health and safety of other persons, transportation will be provided to such individual unless it is not feasible for ExpressJet to implement the conditions set forth in the medical certificate as necessary to prevent the transmission of the disease or infection to other persons in the normal course of flight;
- 13) Persons who fail to travel with the required attendant(s) pursuant to Rules 10 and 11.
- 14) Persons who do not qualify as acceptable Non-Ambulatory Passengers. See Rule 10.

I) Refunds

ExpressJet may, at the request of a Passenger who is removed or refused transportation in accordance with this Rule, provide a refund in accordance with Rule 23 (A).

RULE 18 - SMOKING POLICY

Smoking is not permitted on any ExpressJet operated flights.

RULE 19 - BAGGAGE

Provisions contained in this Rule are arranged in the following order:

- A) General Conditions of Acceptance
- B) Free Baggage Allowance
- C) Weight/Size/Excess Limitations and Charges
- D) Cabin Baggage Requiring a Seat
- E) Special Items
- F) Animals

A) General Conditions of Acceptance

Passengers may check Baggage for carriage in the cargo compartment of the aircraft and/or may carry Baggage on board the aircraft subject to provisions in this Rule. ExpressJet will accept Baggage subject to the following conditions:

- 1) Passengers must present a valid Ticket for transportation over the lines of ExpressJet or over the lines of ExpressJet and one or more other carriers with which ExpressJet has an Interline Transportation agreement.
- 2) ExpressJet has the right to refuse to transport Baggage on any flight other than the one carrying the Passenger.



- 3) ExpressJet will refuse to accept property for transportation when the size, weight, character or type of packaging renders it unsuitable for transportation on the particular aircraft which is to transport it, or when the property cannot be accommodated without harming or annoying Passengers.
- 4) All Baggage or other property for which ExpressJet assumes custody and for which it issues a Baggage Claim Check shall be deemed acceptable for transportation by air.
- 5) Baggage will not be checked:
 - a) To a point that is not on the Passenger's Routing;
 - b) Beyond the Passenger's next point of Stopover or, if there is no Stopover, beyond the final Destination of the Ticket;
 - c) Beyond a point at which the Passenger wants to reclaim the Baggage or any portion thereof;
 - d) Beyond a point to which all applicable charges have been paid;
 - e) Beyond a point at which the Passenger is to Transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the Passenger is scheduled to arrive;
 - f) More than four hours prior to Passenger's scheduled flight departure; or
- 6) ExpressJet has the right to refuse to accept Baggage without a signed release of liability from the Passenger if the Passenger fails to present the Baggage within the following time limits preceding scheduled departure time of applicable flights as follows: For Domestic flights, Passenger must check-in Baggage at least 30 minutes prior to scheduled departure. For International flights, Passenger must check-in Baggage at least 60 minutes prior to scheduled departure.
- 7) ExpressJet will not accept Baggage for transport without the Passenger's identification and unless the Passenger's name appears on the Baggage. ExpressJet will supply baggage identification tags or labels free of charge.
- 8) Checked Baggage will be carried on the same aircraft as the Passenger unless such carriage is deemed impractical by carrier, in which event the carrier will make arrangements to transport the Baggage on the next flight on which space is available.

B) Free Baggage Allowance

When a Passenger presents a valid Ticket for transportation between points on ExpressJet, ExpressJet will transport the Passenger's Baggage between such points without charge, subject to the conditions of acceptance below and the allowances set forth in this Rule. For purposes of this Rule, Free Baggage Allowance is defined as the number of pieces of Baggage that will be carried, either as Checked Baggage or Valet Carry-on Baggage, free of charge provided such Baggage meets the specified Maximum Outside Linear Dimensions and maximum weight of each piece.

1) Checked Free Baggage Allowance

ExpressJet will accept up to two pieces of Checked Baggage free of charge. Each piece is subject to a maximum weight of 50 pounds (22.7 kg) and a Maximum Outside Linear Dimension of 62 inches (157 cm). In addition, the following provisions apply to the Free Baggage Allowance for Checked Baggage:

- a) Two of the following items may be checked free in lieu of two pieces of baggage, subject to aircraft cargo capacity: archery equipment, boogie board, bowling equipment, fishing equipment,



hockey/lacrosse sticks, golfing equipment, pool cues, scuba-diving bag, shooting equipment, water skiing/snow skiing/snowboard equipment, or a second wheelchair. See E) 5) a-j for acceptance conditions.

b) A representative of the U.S.A. Secret Service or White House Communication Agency on duty may check free of charge one piece of Baggage which exceeds the maximum Free Baggage Allowance dimensions in lieu of one free bag.

c) A Military Passenger on tour may check free of charge two duffel bags, sea bags or B-4 bags up to 70 pounds (31.8 kg)/115 linear inches (292cm).

(i) Duffel Bag is defined as a canvas, cylindrically shaped bag, folded and fastened at one end.

(ii) Sea Bag is defined as a canvas, cylindrically shaped bag, closed at one end by means of draw ropes.

(iii) B-4 Bag is defined as a suitcase type handbag made of canvas with leather and metal binding and with expandable canvas compartments on the two sides of the bag.

d) For international travel operated by ExpressJet, Baggage policies are the same as domestic policies with the exception of embargoes.

2) Valet Carry-on Free Baggage Allowance / Personal Items

ExpressJet will accept one piece of Valet Carry-on Baggage free of charge, which, for purposes of this Rule, is referred to as the Valet Carry-on Free Baggage Allowance. Valet Carry-on Baggage is subject to Maximum Outside Linear Dimensions of 51 inches (130 cm) and a maximum weight of 40 lbs. (18 kg). While the Valet Carry-on Baggage will typically be collected by the gate agent ("gate checked"), stored in cargo, and then returned upon arrival, if it is small enough, it may be stored in carry-on compartments of the aircraft if so equipped, or retained in the Passenger's custody and stored under a seat or in an overhead compartment approved for the carriage of such Baggage. Note: Personal items containing prescriptions or other items of value that the Passenger does not wish to have gate checked must fit under the seat or in the overhead compartment. Overhead compartments will accommodate bags up to 44 linear inches (18 X 16 X 10). Bags are required to fit completely within this bin allowing the door to close freely. Valet Carry-on Baggage is subject to the following additional conditions:

a) Operations, security directives or other safety considerations may require limitations to the allowable Valet Carry-on Baggage on a specific flight. ExpressJet reserves the right in its sole and absolute discretion to determine the suitability and place of storage of any items to be carried in the cabin of the aircraft.

(i) Subject to carry-on storage capacities of the aircraft, ExpressJet reserves the right to check or gate check a Passenger's Valet Carry-on Baggage.

b) In addition to the Valet Carry-on Free Baggage Allowance and providing operational and space limits permit, each Passenger may carry on board the aircraft, without additional charge, any of the following personal articles:



- (i) One small personal item such as a briefcase, small lap-top computer, purse, day planner or camera bag;
- (ii) A cane, walking stick and/or crutches and/or braces or other assistive devices on the same flight with the Passenger dependent on the device. NOTE: Restrictions as to weight and size do not apply to these assistive items except in cases where they exceed the operational capabilities of the aircraft; and
- (iii) A small collapsible stroller, diaper bag or government approved child seat. If the child seat is not used during flight, e.g., in the case of a lap child who shares a confirmed seat with a parent, the seat will be gate checked. Strollers that are brought to the aircraft will be gate checked.

3) Pooled Baggage

When two or more Passengers traveling together to the same Destination on the same flight present themselves and their Baggage at the same time and place, their maximum Free Baggage Allowance will be the sum of their individual maximum Free Baggage Allowances. Baggage in excess of the combined Free Baggage Allowance will be subject to the Excess Baggage Charge.

C) Weight/Size/Excess Limitations and Charges

1) Subject to the requirements of Free Baggage Allowances, Baggage in excess of the maximum Free Baggage Allowances will be accepted for transportation only upon payment of Excess Baggage Charges and Oversize/Overweight Baggage charges specified in this Rule on a space-available basis only and will be carried subject to the load capacities of the aircraft.

2) No articles will be accepted for transportation if the Maximum Outside Linear Dimensions exceed 80 inches or if the article weights more than 70 lbs. or if the aircraft in use does not yield itself to the carriage of the Baggage except as provided in this Rule.

3) In no event, will ExpressJet accept more than 2 bags over the Free Baggage Allowance limit.

4) Excess Baggage Charges and Oversize/Overweight Baggage charges will apply from the point at which Baggage is accepted for transportation to the point at which Baggage is checked or transported in the Passenger compartment. Baggage connecting to other airlines also will be subject to the connecting airlines' excess charges and/or oversize/overweight charges, in addition to ExpressJet excess and/or oversize/ overweight charges.

5) International Baggage Limitations

For purposes of this Rule, "Embargo" is defined as a period of time when the acceptance of Baggage is restricted or not allowed. During an Excess Baggage Embargo when no excess baggage is accepted, ExpressJet will follow all applicable legal limitations and baggage in excess of Embargo restrictions will not be permitted. Nothing in this section shall limit ExpressJet's right to deny any baggage based upon the load capacities of the aircraft or other safety or operational concerns.

6) Applicable Charges

For purposes of this Rule, Excess Baggage Charge is defined as the fee that is charged on a one-way trip basis for Carriage of an item that is in excess of the Free Baggage Allowance. Baggage that is excess and also oversized and/or overweight



will be subject to both Excess Baggage Charges and Oversize/Overweight Baggage charges. Additional fees may be charged from time to time, including but not limited additional charges on international flights.

Summary of Baggage Charges in USD (United States Dollars) - Charges are additive.

Charge categories are (1) excess number; (2) excess weight; and, (3) excess size.

Example 1: Passenger A's third checked bag weighs 55lbs and measures 75 linear inches is subject to the following charges:

- (1) excess in number charge of \$50 (this is Passenger A's third checked bag);
- (2) excess weight charge of \$50; and,
- (3) excess size charge of \$50.

The total charge for Passenger A's third bag would be \$150.

Example 2: Passenger B's first bag weighs 49 lbs and is 62 linear inches. This bag is not subject to any baggage charges because it is:

- (1) not in excess of 2 free checked bag limit;
- (2) not in excess of free weight limit of 50 lbs; and,
- (3) not in excess of free size limit of 62 linear inches.

Checked Bag #	(1)		(2)		(3)		(1)+(2)+(3) Maximum Charge per bag
	In Excess of 2 free checked bag limit charge	Excess Weight (lbs)		Excess Size (linear inches)			
		Between 51 and 70	Greater than 70	Between 63 and 80	Greater than 80		
1	-	\$50	will not carry	\$50	will not carry	\$100	
2	-	\$50	will not carry	\$50	will not carry	\$100	
3	\$50	\$50	will not carry	\$50	will not carry	\$150	
4	\$50	\$50	will not carry	\$50	will not carry	\$150	

D) Cabin Baggage Requiring a Seat

When a Passenger requests that an item be carried in the Passenger cabin of the aircraft as Cabin Baggage, and it is determined by ExpressJet in its sole and absolute discretion that the item is acceptable in the cabin but is so fragile and/or bulky as to require the use of a seat, the provisions below will apply:

- 1) A seat for the Cabin Baggage must be reserved in advance and applicable charges paid.
- 2) ExpressJet will charge 100 percent of the applicable Adult fare for the portion of the trip on which the extra seat is used. The Cabin Baggage will not be included in determining Free Baggage Allowance or Excess Baggage Charges.



- 3) Cabin Baggage must be carried aboard the aircraft by the Passenger and be secured in a seat with a seat belt.
- 4) The seat must be adjacent to the Passenger carrying the Cabin Baggage and in the window seat of the row directly behind the structural bulkhead.
EXCEPTION: Due to the cabin configuration and FAA regulations, Cabin Baggage locations may vary.
- 5) The maximum permissible weight for Cabin Baggage is 165 lbs. (75 Kgs.).

E) Special Items

Special items listed below will be accepted as Baggage by ExpressJet in accordance with the following provisions and/or service charges specified. Charges prescribed in this Rule are based on a one-way trip and are applicable from the point at which the item is accepted to the point to which the item is transported. Where an item is not included in the Free Baggage Allowance, it will be subject to both the Excess Baggage Charge (but not Oversize/Overweight Baggage charges) and the service charges below.

1) Child Items

a.) Bassinets and Infant carrying seats

An Infant bassinet or carrying seat (approved in accordance with US FAR 121.311), including car seats approved for airline travel, will be accepted for use in the Passenger compartment only when an additional seat is reserved for the Infant, a Ticket is purchased, and the Infant carrying seat (bassinet or car seat) can be secured properly by a seat belt.

b) Strollers

One stroller will be carried free as Checked Baggage in lieu of one piece of Baggage (62 inches Maximum Outside Linear Dimensions). This item will be included in determining the Free Baggage Allowance, and when in excess, overweight or oversize, such item will be subject to the Excess Baggage Charge. ExpressJet is not liable for damage to strollers.

2) Wheelchairs

One wheelchair per Passenger will be accepted as Baggage by ExpressJet at no extra charge in addition to the Free Baggage Allowance. A second wheelchair may be carried in lieu of one suitcase per Rule 19 B) 1)a) at no additional charge, or as Excess Baggage per Rule 19 C) if it exceeds the Free Baggage Allowance.

a) In-cabin stowage of a wheelchair shall be in accordance with DOT Part 382.41.

b) If no in-cabin storage space is available, the wheelchair will be carried in the cargo compartment of the aircraft.

c) All types of wheelchairs will be accepted (collapsible, non-collapsible or electric-powered with wet or dry cell batteries).

d) ExpressJet has the ultimate responsibility to confirm an electric-powered wheelchair has its cables disconnected and terminals protected against electrical shortages before carriage.

e) For a wet cell battery powered wheelchair:

(i) Passenger must notify ExpressJet 24 hours in advance.



- (ii) Passenger must check in at least one hour prior to departure of flight.
- (iii) The battery must be disconnected and terminals protected against electrical shortages.

3) Personal Human Transporter

For the purposes of this Rule, a Personal Human Transporter is defined as a 2-wheeled battery powered personal transportation device. Subject to the conditions and charges specified below, one Personal Human Transporter will be transported per ticketed passenger if aircraft size and load conditions permit. ExpressJet is not liable for damage to a Personal Human Transporter.

- a) A Personal Human Transporter will be subject to a service charge of USD 200 in addition to any Excess Baggage Charges that may apply. A Personal Human Transporter is not subject to overweight or oversize baggage charges.
- b) Passenger must check in at least one hour prior to departure of flight.
- c) A Personal Human Transporter is not permitted as carry on baggage.
- d) A Personal Human Transporter is not generally categorized as a mobility assistance device.

Exception: if a Passenger verifies to ExpressJet's satisfaction that the Human Transporter is required as an alternative to a wheelchair, ExpressJet will accept it without service charge and Rule 24(C)(7) herein will apply as to claims for loss, damage or delay.

4) Fragile or Perishable Items

- a) Fragile and perishable items include, but are not limited to, examples in Limitation of Liability, Rule 24 C) 8).
- b) Upon request and subject to operational needs or space availability, a fragile or perishable item may be carried in a seat subject to the provisions and applicable charges in D) above.
- c) A fragile or perishable item may be accepted as Checked Baggage in accordance with this Rule only if it is packaged appropriately (e.g., in an original, factory-sealed carton, in a cardboard mailing tube, in a container/case designed for shipping such item or packed with protective internal material).
- d) ExpressJet is not liable for loss/damage of contents or delay in delivery which result from the unsuitability of such item as Checked Baggage and/or the inadequacy of its packaging and not from the carrier's failure to exercise the ordinary standard of care.
- e) ExpressJet is not liable for damage to a customer's Checked Baggage, Valet Carry-on Baggage or other property that contains fragile or perishable items when such damage is caused by the fragile or perishable items. Customers are responsible for all damage caused by their property, whether such damage is to their own property or to someone else's property.
- f) Seafood: Subject to the conditions below, seafood will be included in determining the Free Checked Baggage Allowance. Seafood is subject to applicable excess, overweight and/or oversize charges. ExpressJet is not liable for seafood.
 - (i) Seafood will be accepted only if it is wrapped in a sealed



protective material and packed in a leak-proof container.

(ii) Seafood will not be accepted if packed in wet ice or in a Styrofoam container.

g) ExpressJet will not accept wet ice or containing wet ice as Checked Baggage.

h) ExpressJet will not accept perishable items packed in Styrofoam containers.

5) Sporting Equipment – Type A

Sporting equipment items listed below will be accepted as Checked Baggage by ExpressJet subject to the conditions and/or payment of prescribed charges as shown below. Unless otherwise indicated, Type A sporting equipment will be carried free as Checked Baggage. These items of sporting equipment will be included in determining the Free Baggage Allowance, and when excess (over two checked items), such item(s) will be subject to the Excess Baggage Charge (but not to Overweight/Oversize Excess Baggage Charges).

a) Archery Equipment

For the purpose of this provision, one archery case containing bow(s), quiver of arrows and maintenance kit will be considered as one item of Sporting Equipment. ExpressJet is not liable for damage to Archery Equipment.

b) Boogie Boards

For purposes of this provision, one boogie board or one boogie board bag containing up to two boards will be considered as one item of sporting equipment. ExpressJet is not liable for damage to Boogie Boards.

c) Bowling Equipment

For purposes of this provision, one bowling bag containing up to three bowling balls and one pair of bowling shoes will be considered as one item of sporting equipment. ExpressJet is not liable for damage to Bowling Equipment.

d) Fishing Equipment

For purposes of this provision, two rods, one reel, one landing net, one pair of fishing boots and one fishing tackle box (all properly encased) will be considered as one item of sporting equipment. ExpressJet is not liable for damage to Fishing Equipment.

e) Hockey/Lacrosse Sticks

For purposes of this provision, up to two Hockey or Lacrosse sticks, taped together, will be considered as one item of Sporting Equipment. ExpressJet is not liable for damage to Hockey/Lacrosse sticks.

f) Golfing Equipment

For purposes of this provision, one standard golf bag containing one set of golf clubs, golf balls, and one pair of golf shoes will be considered as one item of sporting equipment. The golf bag should be appropriately covered (e.g., zipped and/or locked in a golf bag carrying case). ExpressJet is not liable for damage to Golfing Equipment that is not contained in a hard-sided case.

EXCEPTIONS: Golf bags not containing golf equipment will be subject to Overweight/Oversize Excess Baggage Charges. Golf bags with built-



in garment bags or coolers will be subject to Overweight/Oversize Excess Baggage Charges.

g) Oars

For purposes of this provision, one pair of oars or one oar case containing up to two oars will be considered as one item of sporting equipment. ExpressJet is not liable for damage to Oars.

h) Pool Cues

For the purpose of this provision, one pool cue case containing pool cues will be considered as one item of Sporting Equipment. ExpressJet is not liable for damage to Pool Cues.

i) Scuba/Diving Equipment (For Rebreather Equipment and Dive Tanks see E)6)b.

For purposes of this provision, one dive bag containing equipment used in the scuba/diving, excluding rebreather equipment and dive tanks, will be considered as one item of diving equipment. ExpressJet is not liable for damage to Scuba/Diving Equipment.

j) Shooting Equipment: One item of shooting equipment is defined as one hard-sided shooting equipment case containing up to five firearms, with or without scopes, 11 lbs (five Kgs.) of ammunition and articles used in the firearm sport.

(i) Firearms will be accepted only from a customer who is 18 years of age or older.

(ii) In accordance with U.S.A. federal law, a Passenger who presents Baggage containing a firearm must declare and demonstrate that the weapon is unloaded.

(iii) Shooting equipment will be accepted as Checked Baggage subject to the conditions specified below:

a) Advanced arrangements must be made.

b) Rifles and shotguns must be packed in a passenger provided, hard-sided locked cases.

c) Handguns must be packed in hard-side lockable luggage. Baggage containing handguns must be locked at the time of acceptance by ExpressJet and the key or combination retained in the Passenger's custody.

d) Baggage containing firearms will not be accepted knowingly for transportation by ExpressJet at any point unless a declaration, signed by the Passenger presenting such Baggage and dated on the day the Baggage is accepted for transportation, is attached to the trigger guard on the inside of the case declaring that the firearms are not loaded.

e) Properly packaged small arms ammunition up to a maximum of 11 lbs. (five Kgs.) may be checked as Baggage. Ammunition must be packed in the manufacturer's original package or securely packed in fiber, wood or metal containers and the ammunition inside the container must be protected against shock and secured against movement. The Passenger



shall make a written declaration confirming that the above provisions are met. The maximum gross weight of ammunition accepted for carriage on any one aircraft is limited to 100 lbs. Ammunition with explosive or incendiary projectiles will not be accepted.

f) Except for military missions (e.g., CRAF), at no time will fully automatic weapons be acceptable as Checked or Carry-on Baggage.

g) When firearms used for sporting purposes are carried on the aircraft, the Passenger must have entry permits for the country/countries of transit and Destination.

EXCEPTION: This provision may not apply to authorized persons who are performing a duty on board an aircraft, such as a law enforcement officer or diplomatic courier. Such Passenger may be permitted to retain custody of a firearm and ammunition upon identification at the time of check-in.

h) Baggage containing firearms will be transported in an area, other than the cockpit, that is inaccessible to Passengers.

k) Water Skiing/Snow Skiing/Snowboard Equipment
For purposes of this provision, one snowboard, one snowboard bag containing up to two snowboards or one ski bag containing up to two pairs of skis and associated equipment and one ski boot bag will be considered as one item of sporting equipment. Acceptance is subject to aircraft size and load conditions. ExpressJet is not liable for damage to Water Skiing/Snow Skiing/Snowboard Equipment.

6) Sporting Equipment – Type B

Unless otherwise indicated, Type B sporting equipment will not be carried free as Checked Baggage. These items of sporting equipment are not included in determining the Free Baggage Allowance, and when excess (over two checked items), such item(s) will be subject to the Excess Baggage Charge (but not to Overweight/Oversize Excess Baggage Charges) in addition to the charges specified below.

(a) Bicycles

Subject to the conditions and charges specified below, one non-motorized bicycle with single seat or up to two non-motorized bicycles packed in one container per Ticketed Passenger will be accepted as Checked Baggage, if aircraft size and load conditions permit. ExpressJet is not liable for damage to Bicycles that do not have the handlebars fixed sideways and pedals removed, handlebars and pedals encased in plastic foam or similar material or bicycles not contained in cardboard containers of hard-sided cases.

i) Bicycles will be subject to a USD 50 service charge and any applicable Excess Baggage Charge per bicycle whether or not presented as a single piece.



- ii) Bicycles must have handlebars fixed sideways and pedals removed, or handlebars and pedals encased in plastic foam or similar material, or bicycles must be placed in passenger provided cardboard containers or hard-sided cases.
 - iii) Bicycles will not be accepted for transportation during an Excess Baggage Embargo when no Excess Baggage is allowed.
- b) Scuba Rebreather Equipment/Scuba Dive Tank Subject to the conditions and charges specified below, Scuba Rebreather Equipment/Scuba Dive Tanks will be accepted as Checked Baggage. For purposes of this provision, one container with up to 3 empty Rebreather Tanks and equipment or one empty Dive Tank will be considered as one item of equipment. EXPRESSJET is not liable for damage to Scuba Rebreather Equipment/Scuba Dive Tanks.
 - i) Scuba Rebreather Equipment/Scuba Dive Tanks will be subject to a service charge of USD 50 for each item of equipment.
 - ii) Rebreather Equipment must be encased in a suitable container sufficient to prevent scratches, dents or other damage during normal handling.
 - iii) Rebreather Tank/Dive Tank must have the regulator valve completely disconnected from the tank. The tank must not be sealed (i.e. the tank has an open end). The tank must have an opening to allow for a visual inspection by a TSA Security Screener.
- c) Surf / Windsurf Equipment
Surf / Windsurf equipment not exceeding 80 inches in length and weighing no more than 70 pounds will be accepted as Checked Baggage subject to the conditions and charges specified below. For purposes of this provision, one surfboard, windsurf, wakeboard, wave ski, kiteboard or one surfboard bag containing up to two boards or one kiteboard bag containing equipment used in kiteboarding will be considered as one item of surf equipment. ExpressJet is not liable for damage to Surf Equipment, surf equipment containers and surfboard bags.
 - i) Surf / Windsurf equipment will be subject to a USD100 service charge for each item of surfing equipment. One item of surf equipment will be allowed for each ticketed passenger.
 - ii) The surfboard's skeg (fin) must be removed or well padded and the entire board encased in a suitable container sufficient to prevent scratches, dents or other damage during normal handling. Windsurf equipment must be well padded and the entire board encased in a suitable container sufficient to prevent scratches, dents or other damage during normal handling.
 - iii) Surf / Windsurf Equipment will be transported on a space-available basis only and will be carried subject to the load capacities of the aircraft.
 - iv) Surf / Windsurf Equipment will not be accepted for transportation during an Excess Baggage Embargo when no



excess Baggage is allowed during an Embargo period.

v) One boom, mast and/or sail is considered one item of windsurf equipment.

7) Battery Powered Hand Tools

Battery Powered Hand Tools will be accepted as Checked Baggage subject to the conditions specified below:

a) The battery must be removed from the Powered Hand Tool to prevent the tool from becoming engaged.

b) ExpressJet is not liable for loss, damage or delay in delivery of Battery Powered Hand Tools.

8) Musical Instruments

Musical instruments will be carried free as Checked Baggage. Musical instruments will be included in determining the Free Baggage Allowance, and when in excess (over 2 checked items), overweight or oversize (90 linear inches – 116 linear inches is considered oversized for musical instrument items) such item will be subject to Excess Baggage Charges (excess number, weight and/or size charges). ExpressJet is not liable for damage to musical instrument items.

9) Duffel bags, B-4 bags, and Sea bags - See Checked Free Baggage Allowance.

10) Antlers (Applicable for Domestic and travel between the U.S.A. and Canada) Subject to the conditions and charges specified below, antlers retained as hunting trophies will be accepted as Checked Baggage, if aircraft size and load conditions permit. ExpressJet is not liable for the loss of, damage to or delay in delivery of Antlers.

a) Antlers will not be included in determining the Free Baggage Allowance and will be subject to service charge of USD100 per item. One service charge applies when smaller antlers are nestled inside larger antlers and strapped together.

b) Antlers must be as free of residue as possible.

c) The skull must be wrapped and tips protected.

d) Maximum Outside Linear Dimensions must not exceed 120 inches.

e) The Passenger must make all arrangements and assume full responsibility for complying with any applicable laws, customs, and/or other governmental regulations, requirements, or restrictions of the county, state or territory to and from which the antlers are being transported.

11) ZAM ZAM Water

Subject to the conditions below, one jerkin containing up to 10 liters (2.64 gallons) of ZAMZAM water will be accepted as baggage by ExpressJet at no extra charge in addition to the Free Baggage Allowance. ExpressJet is not liable for delay, loss or damage of ZAMZAM water and/or jerry cans.

a) Jerry cans and/or ZAMZAM water must be properly packed in a plastic covering to avoid leakage and damage to other bags.

b) ZAMZAM jerry cans are not permitted as Carry-on or Cabin Baggage.

c) Jerry cans or ZAMZAM water containers in excess of one will be subject to excess baggage charges.



12) Restricted Articles

- a) ExpressJet will not carry any articles deemed a hazardous material pursuant to DOT Hazardous Materials Regulations (49 CFR Parts 171 through and including 177), (hereinafter the "Haz-Mat Regulations").
EXCEPTION: Limited quantities of dry ice (maximum 5 pounds (2.3 kilograms)) will be accepted for carriage in checked or Carry-on Baggage provided the Baggage is properly designed to permit the release of carbon dioxide, and the container is labeled, "DRY ICE" or "CARBON DIOXIDE SOLID." A USD 50 handling service charge will apply to the transportation of any dry ice checked as Baggage under this provision.

F) Animals

The transportation of live animals (other than Service Animals or ESAs) in the cabin of the aircraft is subject to the provisions of this Rule. ExpressJet will accept domesticated cats, dogs and household birds for transportation as in cabin Baggage for domestic carriage and travel between U.S.A./Canada and Mexico and the Caribbean, Central and South American. Certain unusual animals/reptiles (whether as service animals or not) pose unavoidable safety and/or public health concerns and ExpressJet will not accept dogs of the Pit Bull breed, Snakes, other reptiles, ferrets, rodents and spiders as in-cabin baggage. Carriage of any other pets as in-cabin Baggage will be at ExpressJet discretion. ExpressJet reserves the right to limit the number of in cabin pets on its flights.

1) General Conditions of Acceptance

- a) Advance arrangements must be made.
- b) The animal must be harmless, inoffensive, odorless and require no attention during transit.
- c) The animal must be confined in a cage or container subject to inspection and approval by ExpressJet before acceptance.
- d) The container must be stored under the seat directly in front of the Passenger at all times, and the animal must remain in the container at all times. In the event the animal becomes offensive or causes a disturbance during transit, the animal may be removed, at the Captain's discretion, at the first stop and placed on an alternative carrier by ExpressJet at the Passenger's expense.
- e) Passenger may not be seated in the bulkhead or emergency exit row.
- f) The Passenger must make all arrangements and assume full responsibility for complying with any applicable laws, customs, and/or other governmental regulations, requirements, or restrictions of the country, state or territory to and from which the animal is being transported, including furnishing valid health and rabies vaccination certificate when required.
- g) ExpressJet will accept no more than one in-cabin pet container per Ticketed Passenger.
- h) There may be only one cat or dog per container, and the animal must be able to stand up and turn around comfortably.
- i) There may be a maximum of two birds per container.



- j) ExpressJet will not transport an animal as in-cabin Baggage if the animal is in the custody of an Unaccompanied Minor. ExpressJet will only carry animals in the cabin. ExpressJet will NOT carry animals in the cargo compartment. ExpressJet reserves the right to refuse carriage of animals at any time. Containers must be leakproof and subject to inspection and approval by ExpressJet prior to acceptance. Containers must be made of metal, wood, polyethylene, fiberglass or composite material of similar strength.
- k) Containers must be ventilated on at least two sides and prevent any part of the animal from protruding outside of the container.
- l) Approved soft side carriers specifically designed as pet carriers are acceptable for in-cabin pets.
- m) In-cabin animal containers must not exceed 17 inches in length by 12 inches in width by 10 inches in height.
- n) Containers in such condition as to allow possible escape by an animal will not be accepted for transportation.
- o) Passengers are responsible for ensuring that the containers meet all governmental requirements for the safe and humane transportation of the animal being transported.

2) Charge for Carriage of Animals

An animal and its container will be subject to a one way service charge of USD 50 when carried in cabin. ExpressJet does not accept animals as checked baggage.

3) Limitation of Exclusion from Liability

- a) ExpressJet will not be liable for illness or injury to an animal or death of an animal due to illness or injury in connection with a flight on ExpressJet.
- b) ExpressJet will not be liable for loss or expense due to the Passenger's failure to comply with the provisions of this Rule, including, without limitation, if any animal is refused passage into or through any state or country.

RULE 20 - FLIGHT DELAYS/CANCELLATIONS/AIRCRAFT CHANGES

A) General

1) U.S.A. Origin Flights

Where the ExpressJet flights originate in the U.S.A., the provisions of this Rule apply to a Passenger who has a Ticket and a confirmed reservation on a flight that incurs a Change in Schedule, Force Majeure Event or a Schedule Irregularity.

2) Non-U.S.A. Origin Flights

Where the ExpressJet flight originates outside the U.S.A., the following provisions apply to a Passenger who has a Ticket and a confirmed reservation on a flight:

- a) If local or international laws regulate Change in Schedule, Force Majeure or Schedule Irregularity events, then the procedures in Rule 24 will not be applied.
- b) If no local law otherwise regulates Change in Schedule, Force Majeure or Schedule Irregularity events, then the procedures in Rule 20 will be applied.

3) Schedules are Subject To Change Without Notice



Times shown on ticket, timetable or elsewhere are not guaranteed and form no part of the Contract of Carriage. ExpressJet will notify Passengers at the gate and on board an affected aircraft, in a timely manner, of the best available information regarding known delays, cancellations, and diversions. ExpressJet will not be responsible for errors or omissions either in timetables or other representation of schedules. No employee, agent or representative of ExpressJet is authorized to bind ExpressJet by any flight information statement.

B) Definitions

For the purpose of this Rule, the following terms have the meanings below:

1) Change in Schedule – an advance change in ExpressJet schedule that is not an unique event such as a Schedule Irregularity or Force Majeure Event as defined below.

2) Connecting Point – a point to which a Passenger holds or held confirmed space on a flight of one carrier and out of which the Passenger holds or held confirmed space on a flight of the same or another carrier. All airports through which a city is served by any carrier will be deemed to be a single Connecting Point when the receiving carrier has confirmed reservations to the Delivering Carrier.

3) Delivering Carrier – a carrier on whose flight a Passenger holds or held confirmed space to a Connecting Point.

4) Force Majeure Event – any of the following situations:

a) Any condition beyond ExpressJet control including, but not limited to, meteorological conditions, acts of God, riots, terrorist activities, civil commotions, embargoes, wars, hostilities, disturbances, or unsettled international conditions, either actual, threatened or reported, or any delay, demand, circumstances, or requirement due directly or indirectly to such condition;

b) Any strike, work stoppage, slowdown, lockout, or any other labor-related dispute involving or affecting ExpressJet services;

c) Any governmental regulation, demand or requirement;

d) Any shortage of labor, fuel, or facilities of ExpressJet or others;

e) Damage to ExpressJet Aircraft or equipment caused by another party;

f) Any emergency situation requiring immediate care or protection for a person or property; or

g) Any event not reasonably foreseen, anticipated or predicted by ExpressJet

5) Misconnection – occurs at a Connecting Point when a Passenger holding confirmed space on an Original Receiving Carrier is unable to use such confirmed space because the Delivering Carrier was unable to deliver him/her to the Connecting Point in time to connect with the Original Receiving Carrier's flight. NOTE: The same rules regarding Delivering and Original Receiving Carrier responsibilities apply at the subsequent point(s) of Misconnection as would apply at the point of original Misconnection.

6) Original Receiving Carrier(s) – a carrier or combination of connecting carriers on whose flight(s) a Passenger originally held or holds confirmed space from a Connecting Point to a destination, next Stopover or Connecting Point.

7) Schedule Irregularity – any of the following irregularities:



- a) Delay in scheduled departure or arrival of a carrier's flight resulting in a Misconnection;
- b) Flight or service cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a carrier's flight;
- c) Substitution of aircraft type that provides different classes of service;
- d) Schedule changes which require Rerouting of Passengers at departure time of the original flight; or
- e) Cancellation of a reservation by ExpressJet pursuant to Rule 5.

C) Change in Schedule

When a Passenger's Ticketed flight is affected because of a Change in Schedule, ExpressJet will, at its election arrange one of the following:

- 1) Transport the Passenger on its own flights, subject to availability, to the Destination, next Stopover point, or transfer point shown on its portion of the Ticket, without Stopover in the same class of service, at no additional cost to the Passenger.;
- 2) Reroute Passengers over the lines of one or more carriers when a Change in Schedule results in the cancellation of all ExpressJet service between two cities; or
- 3) Provide a refund in accordance with Rule 22 A) if the Passenger is not transported as provided in C) 1) or 2) above

D) Force Majeure Event

In the event of a Force Majeure Event, ExpressJet without notice, may cancel, terminate, divert, postpone, or delay any flight, right of carriage or reservations (whether or not confirmed) and determine if any departure or landing should be made, without any liability on the part of ExpressJet, ExpressJet may reschedule passenger on another available ExpressJet flight or refund any unused portions of the ticket in the form of a travel certificate.

E) Schedule Irregularity

1) Liability

Except to the extent provided in this Rule and/or Warsaw or Montreal Conventions, to the extent applicable to the particular transportation being provided, ExpressJet shall not be liable for any Schedule Irregularity.

2) Delay, Misconnection or Cancellation

a) When a Passenger's ticket is affected because of a Schedule Irregularity caused by ExpressJet, ExpressJet will take the following measures:

- b) Whenever ExpressJet cancels or otherwise fails to operate any scheduled flight, ExpressJet will, at the request of the passenger either:
 - i. transport the passenger on another of ExpressJet flight on which space is available at no additional charge, or
 - ii. provide passenger with full refund with accordance with ExpressJet's refund policy Rule 23 of this document.

c) ExpressJet will endeavor to carry passenger and their baggage with reasonable dispatch, but the times shown in schedules or elsewhere are not guaranteed and form no part of ExpressJet's Contract of Carriage. ExpressJet may without notice, substitute alternate aircraft or carriers and if



necessary may alter or omit intermediate stops shown on reservation. All schedules are subject to change without notice. ExpressJet is not responsible and assumes no liability for failure to make connections on its own flights or the flights of any other airline.

Note: Under no circumstances shall ExpressJet be liable to any passenger for any type of special, incidental or consequential damages.

3) ExpressJet will provide a refund in accordance with Rule 23 A if the Passenger is not transported as provided in E) 2 above.

F) Amenities for Delayed Passengers

1) Lodging

The Passenger will be provided one night's lodging, or a maximum allowance for one night's lodging as established by each location, when an ExpressJet flight on which the Passenger is being transported incurs a Schedule Irregularity and the Passenger incurs a delay that is expected to exceed four hours during the period 10:00 p.m. to 6:00 a.m.

EXCEPTION: Lodging will not be furnished:

- a) To a Passenger whose trip is interrupted at a city which is his/her permanent domicile, or
- b) When such interruption is due to circumstances outside ExpressJet control such as weather condition and air traffic control delays.

2) Meals

Passengers will be provided with one meal, per Passenger, if the delay caused by ExpressJet to the Passenger under this Rule will extend beyond normal meal hours. When lodging is furnished in accordance with 1) above, the Passenger may be provided up to two meals.

3) Ground Transportation

When lodging is furnished in accordance with 1) above and ground transportation is not furnished by the hotel, ExpressJet will provide ground transportation to the place of lodging via public conveyance.

4) Communication

ExpressJet will provide one three-minute long distance telephone call when the delay caused by ExpressJet under this Rule is expected to exceed two hours.

5) Passengers with Special Needs

During a Schedule Irregularity, ExpressJet will provide such amenities as are necessary to maintain the safety and/or welfare of certain Passengers such as Qualified Individuals with Disabilities, unaccompanied minors, or the elderly.

6) Extraordinary Circumstances on Board Aircraft

ExpressJet will use reasonable efforts to provide food, water, restroom facilities and access to medical treatment for Passengers on board an aircraft that is on the ground for an extended period without access to the terminal, consistent with Passenger and employee safety and security concerns.



RULE 21 - DENIED BOARDING COMPENSATION

A) Denied Boarding U.S.A. Flight Origin

When there is an Oversold ExpressJet flight that originates in the U.S.A., the following provisions apply:

1) Request for Volunteers

a) ExpressJet will request Passengers who are willing to relinquish their confirmed reserved space in exchange for compensation in an amount determined by ExpressJet. If a Passenger is asked to volunteer, ExpressJet will not later deny boarding to that Passenger involuntarily unless that Passenger was informed at the time he was asked to volunteer that there was a possibility of being denied boarding involuntarily and of the amount of compensation to which he/she would have been entitled in that event. The request for volunteers and the selection of such person to be denied space will be in a manner determined solely by ExpressJet.

b) In exchange for voluntarily relinquishing confirmed reserved space on ExpressJet, ExpressJet may, at its option, compensate the Passenger with credit valid for transportation on ExpressJet in lieu of monetary compensation. The transportation credit will be valid only for travel on ExpressJet or designated Code-Share partners for one year from the date of issue and will have no refund value.

2) Boarding Priorities

If a flight is Oversold, no one may be denied boarding against his/her will until ExpressJet or other carrier personnel first ask for volunteers who will give up their reservations willingly in exchange for compensation as determined by ExpressJet. If there are not enough volunteers, other Passengers may be denied boarding involuntarily in accordance with ExpressJet boarding priority as follows:

a) Passengers who are Qualified Individuals with Disabilities, or unaccompanied children under the age of 15 years, will be the last to be involuntarily denied boarding if it is determined by EXPRESSJET that such denial would constitute a hardship.

b) Passengers who hold a seat assignment will be prioritized for boarding over passengers without a seat assignment, regardless of check-in order.

c) The priority of all other Passengers will be determined in the order in which they present themselves for check-in in accordance with ExpressJet rules.

3) Transportation for Passengers Denied Boarding

When ExpressJet is unable to provide previously confirmed space due to an Oversold flight, ExpressJet will provide transportation to such Passengers who have been denied boarding whether voluntarily or involuntarily in accordance with the provisions below.

a) ExpressJet will transport the Passenger on its own flight to the Destination without Stopover on its next flight on which space is available at no additional cost to the Passenger, regardless of class of service.

b) If space is available in the same class of service on another Carrier's



flight such flights may be used, in ExpressJet's sole discretion, to accommodate Passengers who are denied boarding.

4) Compensation for Passengers Denied Boarding Involuntarily

a) Subject to the following exceptions, ExpressJet shall pay compensation to Passengers denied boarding involuntarily from an Oversold flight at the rate of 200% of the sum of the value of the Passenger's remaining flight coupons up to the Passenger's next Stopover, or if none, to the Passenger's final destination with a maximum of \$800. However, the compensation shall be half the amount described above, with a \$400 maximum, if ExpressJet arranges for comparable air transportation, or other transportation used by the Passenger that, at the time either such arrangement is made, is planned to arrive at the airport of the Passenger's next Stopover or if none, at the airport of the Passenger's destination, not later than two hours after the time the direct or connecting flight on which confirmed space is held is planned to arrive in the case of interstate and verses air transportation, or four hours after such time in the case of foreign air transportation.

b) EXCEPTIONS: A Passenger denied boarding involuntarily from an Oversold flight shall not be eligible for denied boarding compensation if:

(i) The Passenger holding a Ticket for confirmed reserved space does not comply fully with ExpressJet's ticketing, check-in, and reconfirmation procedures, and requirements in this Contract of Carriage for acceptance for transportation;

(ii) The flight for which the Passenger holds confirmed reserved space is unable to accommodate the Passenger because of substitution of equipment of lesser capacity when required by operational or safety reasons;

(iii) The Passenger is offered accommodations or is seated in a section of the aircraft other than that specified on his/her ticket at no extra charge. Provided, if a Passenger is seated in a section for which a lower fare applies, the Passenger will be entitled to a refund applicable to the difference in fares;

(iv) The Passenger is accommodated on alternate transportation at no extra cost, which at the time such arrangements are made, is planned to arrive at the airport of the Passenger's next Stopover, (if any), or at the final destination, not later than 60 minutes within the scheduled arrival time of the flight on which the Passenger held confirmed reserved space; or

(v) The Passenger is an employee of ExpressJet or of another Carrier or other person traveling without a confirmed reserved space.

5) Payment Time and Form

a) Compensation will be made by ExpressJet on the day and at the place where the failure to provide confirmed reserved space occurs, and if accepted by the Passenger, the Passenger will provide a signed receipt to ExpressJet. However, when ExpressJet has arranged, for the Passenger's convenience, alternate means of transportation that departs before the compensation to the Passenger



under this provision can be prepared and given to the Passenger, the compensation shall be sent by mail or other means to the Passenger within 24 hours thereafter.

b) ExpressJet may offer free or reduced rate air transportation in lieu of monetary compensation due under this Rule, if the value of the transportation credit offered is equal to or greater than the monetary compensation otherwise required and ExpressJet informs the Passenger of the amount and that the Passenger may decline the transportation credit.

6) Limitation of Liability

If ExpressJet offer of compensation pursuant to the above provisions is accepted by the Passenger, such payment will constitute full compensation for all actual or anticipatory damages incurred or to be incurred by the Passenger as a result of ExpressJet failure to provide the Passenger with confirmed reserved space.

7) Written Explanation of Denied Boarding Compensation and Boarding Priority Rules

Immediately after a denied boarding occurs, ExpressJet will give Passengers who are denied boarding involuntarily a written explanatory statement describing the terms and conditions of denied boarding compensation and ExpressJet boarding priority rules.

8) Denied Boarding Non-U.S.A. Flight Origin

Where there is an Oversold ExpressJet flight that originates outside the U.S.A., the following provisions apply:

a) If local or international laws regulate Oversold flights, then ExpressJet will apply that law.

b) If no local law regulates Oversold flights, then the procedures in Rule 21 A will be applied.

RULE 22 - REROUTING

A) Rerouting Eligibility

Unless the fare purchased otherwise indicates, ExpressJet will reroute a Passenger at the Passenger's request and upon presentation of the Ticket or portion thereof then held by the Passenger plus payment of any applicable fees, charges, and fare differentials.

B) Fare Applicable to Rerouting or Change in Destination

1) Passengers may change the routing and/or the ultimate destination designated on his/her Ticket in accordance with paragraph 2 below provided that, after transportation has commenced, a one-way Ticket will not be converted into a Round-Trip, Circle-Trip, or Open-Jaw Trip Ticket.

2) Except as otherwise provided in Rule 22, the fare and charges applicable to any changes in itinerary, class of service, or change in ultimate destination made at the Passenger's request at an office of ExpressJet prior to arrival at the ultimate destination named on the original Ticket, shall be the fare and charges in effect on the date when the revised routing and/or ultimate destination is entered on the Passenger's new Ticket. Any difference between the fare and charges so applicable to the original Ticket issued to the Passenger will be either collected from or refunded to the Passenger, as the case may be.



RULE 23 - REFUNDS

A) Refunds - Involuntary

1) The amount EXPRESSJET will refund upon surrender of the unused portion of the Passenger's Ticket for involuntary reasons pursuant to Rule 21 or Rule 24 will be as follows:

a) If no portion of the Ticket has been used: An amount equal to the fare and charges paid. EXCEPTION: ExpressJet shall not be obligated to refund any portion(s) of a fully unused Ticket which does not reflect a confirmed reservation on an ExpressJet flight involved in a Schedule Irregularity, unless such Ticket was issued by ExpressJet

b) If a portion of the Ticket has been used:

(i) One-way fares – An amount equal to the lowest comparable one-way fare for the class of service paid, for the unflown segment.

(ii) Round-Trip, Circle-Trip, or Open-Jaw fare – 50% of the round-trip fare for the class of service paid, for the unflown segment.

(iii) Area fare/flat rate fare – the refund amount will be computed by applying the same rate of discount, if any, applied in computing the original fare from the point of termination to the destination named on the Ticket, next Stopover, or the point where air transportation will be resumed via:

a. The Routing specified on the Ticket, if the point of termination was on the Routing of the Ticket, or

b. If the point of termination was not on the Routing specified on the Ticket, the direct routing of any carrier operating service between such points.

(iv) If no fare of the type (fare basis) paid by the Passenger is published between the point of termination and the Passenger's destination or next Stopover point, the amount of the refund will be the same proportion of the normal coach (Y) fare published between the point of termination and the Passenger's destination or next Stopover point, as the fare paid is of the normal coach (Y) fare between the Passenger's point of origin or previous Stopover point and destination or next Stopover point. EXCEPTION: EXPRESSJET shall not be obligated to refund any portion(s) of a Ticket which does not reflect a confirmed reservation on an ExpressJet flight involved in a Schedule Irregularity, unless such ticket was issued by ExpressJet

c) Refund will be made in accordance with this Rule, provide an application for such refund has been made prior to the expiration of Ticket.

2) ExpressJet will make no refund but may, at its discretion, provide ground transportation to the destination airport without charge when the destination city airport designated on the Passenger's Ticket and the city airport where the flight



terminates are both within 75 miles:

B) Refunds – Voluntary

For tickets eligible for refunds, unless it is an involuntary refund as stated in Paragraph (A) above, ExpressJet will upon the Passenger's surrender of the unused portion of a ExpressJet issued ticket or voided eTicket, refund to the Passenger as follows:

- 1) If no portion of the Ticket has been used, in accordance with these rules, the refund will be an amount equal to the total fare and charges paid.
- 2) If a portion of the Ticket has been used, in accordance with these rules, the refund will be an amount equal to the positive difference if any, between the fare and charges applicable to the Ticket issued to the Passenger, and the fare and charges applicable to the transportation of the Passenger covered by the used portion of the Ticket.
- 3) Refund will be made, provided application for such refund has been made not later than the expiration date of the Ticket.
- 4) ExpressJet assumes no obligation to issue a voluntary refund unless such Ticket was issued by ExpressJet as a ExpressJet Ticket. The term "ExpressJet Ticket" means Tickets printed, imprinted or issued electronically with the ExpressJet carrier code (477) as part of the Ticket serial number.
- 5) Any applicable administrative service charge or cancellation fee included as part of the published fare rule for the Ticket in question will be deducted from the amount to be refunded under 1) and 2) above.
- 6) Tickets purchased with a fare rule stating they are non-refundable will not be refunded at the request of the Passenger.
- 7) ExpressJet will issue refunds for eligible tickets within seven (7) business days for credit card purchases and 20 business days for cash purchases.

C) Person to Who Refund is Made

Except as provided below, ExpressJet will refund in accordance with this Rule only to the person named as the Passenger on the Ticket.

EXCEPTION 1:

- 1) Tickets issued in exchange for a Prepaid Ticket Advice (PTA) will be refundable only to the purchaser of the PTA.
- 2) Tickets issued under a Universal Air Travel Plan (UATP) will be refundable only to the subscriber against whose account the Ticket was charged.
- 3) Tickets issued against a Transportation Request issued by a government agency, other than the U.S. Government, will be refunded only to the government agency that issued the Transportation Request.
- 4) Tickets issued against a U.S.A Government Transportation Request (GTR) will be refunded only to the U.S.A. Government agency which issued the GTR by check made payable to the "Treasurer of the United States".
- 5) Tickets issued against a credit card honored by ExpressJet will be refunded only to the account of the person to whom such credit card was issued.
- 6) Tickets issued in the name of a minor will be refunded to the parent, guardian, or a third party as designated in accordance with Exception 2 below.

EXCEPTION 2:

If at the time of purchase, the purchaser designates on the Ticket another person or



entity to whom refund shall be made, the refund will be made to the person so designated. A refund made in accordance with this procedure to a person representing him/herself as the person so designated on the Ticket exchange order shall be deemed a valid refund, and ExpressJet will not be liable to the purchaser, or any other person for another refund.

EXCEPTION 3:

If at the time of application for refund, evidence is submitted that a company purchased the Ticket on behalf of its employees, or the travel agent has made a refund to its client, such refund will be made directly to the employee's company or the travel agent.

D) Lost Tickets

1) Amount of Refund

When a Passenger loses an ExpressJet issued Ticket eligible for a refund, or the unused portion thereof, ExpressJet will, subject to the conditions set forth below, make a refund to the Passenger in the following amounts, as applicable.

- a) If no portion of the Ticket has been used, the refund will be an amount equal to the fare and charges paid, less service charges as indicated below.
- b) If a portion of the Ticket has been used, and
 - (i) The Passenger has purchased a new Ticket covering the same transportation as that covered by the unused portion of the lost Ticket, the refund will be an amount equal to the fare and charges paid for such new Ticket, or
 - (ii) The Passenger has not purchased a new Ticket covering the same transportation as that covered by the unused portion of the lost Ticket, and free transportation is not provided by ExpressJet the refund will be an amount equal to the positive difference, if any, between the fare and charges paid, and the full normal fare and charges applicable to the transportation of the Passenger covered by the used portion of the Ticket, or
 - (iii) Where in ExpressJet judgment a hardship exists and ExpressJet provide(s) a free Ticket covering the lost portion(s) upon payment of service charges shown below, no further refund shall be due.

2) Application for Refund of Lost Tickets

- a) A refund will be made for eligible tickets in accordance with 1) above, provided application has been made no later than one month after the expiration date of the lost Ticket.
- b) The application must be made on forms provided by ExpressJet for such refunds.
- c) A refund will be made by ExpressJet upon application for such refund, provided that the lost Ticket or lost portion thereof has not previously been honored for transportation or refunded to any person during a period of three months from the date the loss is reported, and provided that the person to whom the refund is made agrees, in such form as may be provided by ExpressJet to indemnify ExpressJet including agreeing to return to ExpressJet such refund, for any loss or damage which it may



sustain by reason of the use of the lost Ticket or portion thereof.

3) Service Charge

ExpressJet will impose a service charge of USD 100/CAD 146 per Ticket for handling such request for refund of a lost Ticket or portion thereof.

EXCEPTION: No service charge will be imposed for Military Passengers when transportation is paid for with a U.S. Government Transportation Request (Form No. 1169).

4) Nonrefundable Tickets, Lost nonrefundable tickets will not be refunded.

E) Foreign Currency Refunds

1) All refunds will be subject to government laws, rules, regulations, or orders of the country in which the Ticket was originally purchased and of the country in which the refund is being made.

2) Refunds will be made in the currency in which the fare was paid, or, at ExpressJet election, in lawful currency of the country of the carrier making the refund in the amount equivalent to the amount due in the currency in which the fare or fares for the flight covered by the Ticket as originally issued was collected.

F) Overcharge Refunds

Refund claims for overcharges must be submitted to EXPRESSJET in writing within 45 days after the operation of the flight Segment to which such overcharge claim relates, after which time no claim or legal action based on such overcharge can be maintained.

RULE 24 - ADDITIONAL LIABILITY LIMITATIONS

A) Successive Carriers

Carriage to be performed under one Ticket or under a Ticket and any Conjunction Ticket issued in connection therewith by several successive carriers is regarded as a single operation.

B) To the extent that the Warsaw and/or Montreal Convention applies to the particular transportation being provided:

ExpressJet agrees in accordance with Article 22(1) of the Warsaw Convention that, as to all international transportation hereunder as defined in the Warsaw Convention:

1) ExpressJet shall not invoke the limitation of liability in Article 22(1) of the Warsaw Convention as to any claim for recoverable compensatory damages arising under Article 17 of the Warsaw Convention;

2) ExpressJet shall not avail itself of any defense under Article 20(1) of the Warsaw Convention with respect to that portion of such claim which does not exceed 113,100 Special Drawing Rights (SDR's);

3) Except as otherwise provided in paragraphs (A) and (B) above, ExpressJet reserves all defenses available under the Warsaw and/or Montreal Conventions to such claims. With respect to third parties, ExpressJet reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity;

4) ExpressJet agrees that subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the law of the domicile



or permanent residence of the Passenger;

5) Liability for delay of the Passenger on a flight covered by the Warsaw and/or Montreal Conventions shall not exceed the limitation of 4,694 SDRs as set forth Montreal Convention;

6) Nothing herein shall be deemed to affect the rights and liability of ExpressJet with regard to any claims brought by, on behalf of, or in respect to any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a Passenger;

7) Any action brought pursuant to the Warsaw and/or Montreal Conventions is barred unless commenced within two years of the alleged occurrence.

C) General Limitation of Liability

Except to the extent the Warsaw Convention, the Montreal Convention, and/or other applicable law may otherwise require or except as specifically provided otherwise in this Contract of Carriage, the following limitations of liability apply:

1) ExpressJet shall not be liable for any death, injury, delay, loss or other damage of whatsoever nature (hereafter referred to collectively as "damage") arising out of or in connection with carriage or other services performed by ExpressJet unless such damage is proven to have been caused by the sole negligence or willful misconduct of ExpressJet and there has been no contributory negligence on the part of the Passenger.

2) ExpressJet shall not be liable for any damage arising out of ExpressJet compliance with any laws, government regulations, orders, rules, requirements or security directives or as a result of a Passenger's failure to comply with such laws, government regulations, orders, rules, requirements or security directives or as a result of Passenger's reliance on advice provided by ExpressJet regarding such laws, regulations, orders, rules, requirements or security directives. See also Rule 15.

3) ExpressJet shall not be liable for any punitive, consequential or special damages arising out of or in connection with carriage or other services performed by EXPRESSJET whether or not ExpressJet had knowledge that such damage might be incurred.

4) Any limitations or exclusions of liability of ExpressJet shall apply to and be for the benefit of ExpressJet agents, employees, vendors and representatives acting within the scope of their employment and also to any person whose aircraft is used by ExpressJet and its agents, employees or representatives acting within the scope of their employment.

5) International Limitation of Liability for Baggage

If at least one of the Passenger's Ticketed segments is for carriage outside the U.S.A., the following apply:

a) ExpressJet shall not be liable for any damage arising out of or relating to the carriage of Passenger's unchecked, Carry-On Baggage or Cabin Baggage unless it was caused by the sole negligence or willful misconduct of ExpressJet. Assistance rendered to the Passenger by ExpressJet employees in loading, unloading, or storing unchecked, Carry-On Baggage or Cabin Baggage shall be considered a gratuitous service to the Passenger for which ExpressJet will not be



liable.

b) Where the Warsaw Convention applies, any liability for loss, damage, or delay of a Passenger's Checked Baggage is limited to 20 USD per kilogram (approximately \$9.07 per pound) in the case of Checked Baggage with a maximum of 640 USD per bag and in the case of unchecked Baggage or other property a maximum of 400 USD per Passenger. Where the Montreal Convention applies, liability for Baggage is limited to 1,131 SDRs per Passenger. These various limits will apply unless the Passenger has, at the time that the Checked Baggage was handed over to ExpressJet, made a special declaration of interest in delivery and has paid any supplementary fee required. In that case, liability is limited to the declared sum, unless it is proved that the sum is greater than the Passenger's actual interest in delivery at destination. In no other case shall ExpressJet liability for a Passenger's Baggage exceed the actual loss incurred by the Passenger. All claims are subject to proof of the amount of the actual loss by the Passenger.

NOTE: (Applicable only to transportation exclusively on ExpressJet or to Interline Transportation where ExpressJet is the originating carrier). For purposes of determining liability under the Warsaw and/or Montreal Conventions and Contract of Carriage with respect to baggage acceptable for checking under Rule 19 the weight of each piece of such baggage shall be deemed to be the maximum allowable weight for each piece of such baggage under the Rule, unless the actual weight is stated on the Baggage Check.

c) In the event of delivery to the Passenger of part but not all of the Passenger's Checked Baggage, or in the event of damage to part but not all of such Baggage, the liability of ExpressJet with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of weight, regardless of the value of any part of the Baggage or contents thereof.

d) An action against ExpressJet for damage, delay or loss to Checked Baggage will be barred unless a Passenger makes a written claim to ExpressJet for damage to Checked Baggage within seven (7) days from the date of receipt; and in the case of delay or loss, within 21 days from the date on which the Baggage or goods have been placed at his disposal (in the case of delay), or should have been placed at his disposal (in the case of loss).

e) No right to any claim against ExpressJet related to Baggage will lie unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft was scheduled to have arrived, or from the date on which the carriage stopped.

6) Domestic Carriage Limitation of Liability for Baggage

If all of the Passenger's Ticketed segments are for carriage within the U.S.A., the following apply:

a) Liability for the loss of, damage to or delay in delivery of a Passenger's personal property, including Baggage, when such personal property or Baggage has been checked (unless a higher



value is declared in advance and additional charges are paid and personal property is not otherwise excludable), is limited to USD 3,300 per Ticketed Passenger. Passenger will be responsible for documenting and proving the actual value of the loss. ExpressJet shall not be liable for any consequential damages arising from the loss of, damage to or delay in delivery of Baggage.

b) ExpressJet assumes no responsibility or liability for Baggage or other items carried in the Passenger compartment of the aircraft.

c) In the case of lost, damaged or delayed Baggage, a preliminary notice of claim must be submitted to ExpressJet by the Passenger within four hours after arrival of the flight on which the Baggage was or was to be transported. In the event of failure to give such preliminary notice of claim (absent extraordinary circumstances to be determined at ExpressJet discretion), no action shall lie against ExpressJet

d) After preliminary notice of claim to ExpressJet by the Passenger, the Passenger must obtain a written claim form from ExpressJet

e) The completed written claim form pertaining to the claimed lost, damaged or delayed Baggage must be received by ExpressJet System Tracing Center from the Passenger within 45 days after the flight date. If the Passenger's fails to return the completed written claim form within the specified time period (absent extraordinary circumstances to be determined at ExpressJet discretion), no action shall lie against ExpressJet.

7) Wheelchairs and Other Assistive Devices

For domestic travel only, the baggage limitations of liability set forth in this Rule do not apply to claims for loss, damage or delay concerning wheelchairs or other assistive devices. Liability for a lost or irreparably damaged wheelchair or other assistive device will be the original purchase price of the device, or where repairable, the actual cost of repair. Documentary proof is required from the Passenger for any claim for damages, loss or repair. ExpressJet has the right to inspect and document any pre-existing damage prior to acceptance of wheelchairs or other assistive devices as Checked Baggage. The notice and claim requirements of this Rule do apply.

8) Exclusions from Baggage Liability (Applies to Domestic and to International Carriage unless such exclusion are inconsistent with the Warsaw and/or Montreal Conventions, to the extent such Conventions are applicable to the particular travel involved):

a) Notwithstanding the foregoing limitations, ExpressJet shall not be liable for the loss of, damage to or delay in delivery of any fragile or perishable items, nor for loss of, damage to or delay in delivery of any of the following:

(i) Antiques, artifacts, heirlooms, collectibles;

(ii) Antlers;

(iii) Backpacks not designed for travel, sleeping bags and knapsacks made of plastic, vinyl or other easily torn material with aluminum frames, outside pockets or with protruding straps and buckles;

(iv) Business equipment and business samples;



- (v) CDs, DVDs, MP3s;
 - (vi) Chinaware, glass, ceramics, pottery;
 - (vii) Computer hardware/software and electronic components/equipment;
 - (viii) Items checked in sacks or paper/plastic bags that do not have sufficient durability, do not have secure closures or do not provide sufficient protection to the contents;
 - (ix) Items checked in corrugated/cardboard boxes, including cardboard boxes provided by ExpressJet except for items that otherwise would be suitable for transportation without the cardboard box (e.g., bicycle, garment bag);
 - (x) Electronic and mechanical items, including cell phones, electronic games;
 - (xi) Eyeglasses, Binoculars, Prescription Sunglasses and Non-Prescription Sunglasses and all other eyewear and eye/vision devices;
 - (xii) Garment bags not designed for travel;
 - (xiii) Irreplaceable items;
 - (xiv) Items made of paper (e.g., advertising displays, blueprints, maps, manuscripts, business/personal documents, historical documents, photos, books, negotiable papers, securities, etc.);
 - (xv) Jewelry;
 - (xvi) Keys;
 - (xvii) Liquids, perfumes, liquor, jerry cans, zamzam water;
 - (xviii) Medicines, medical equipment;
 - (xix) Money;
 - (xx) Natural fur products;
 - (xxi) Perishable items such as food, seafood
 - (xxii) Photographic/cinematographic/audio/video equipment and related items;
 - (xxiii) Precious metals/stones;
 - (xxiv) Tools; battery powered hand tools, tool boxes/containers
 - (xxv) Totally unprotected items such as tennis racquets and umbrellas, either individually checked or tied/strapped to the outside of luggage;
 - (xxvi) Silverware
 - (xxvii) Watches (Timepieces)
 - (xxviii) Works of art such as paintings or sculptures; or
 - (xxix) Any other similar valuable property or irreplaceable property included in the Passenger's Checked or Carry-on Baggage with or without the knowledge of ExpressJet
- b) ExpressJet shall not be liable for Baggage not claimed by Passenger immediately upon arrival.
- c) ExpressJet shall not be liable for damage caused by a customer's



property, whether such damage is to the customer's own property or to other's property.

d) ExpressJet shall not be liable for the loss of, damage to or delay in delivery of any Baggage accepted by another carrier for Interline Transfer to ExpressJet if the Baggage is not acceptable for transportation as Checked Baggage by ExpressJet

e) A Passenger traveling with an animal shall be responsible for compliance with all governmental regulations and restrictions, including furnishing valid health and rabies vaccination certificates when required. ExpressJet will not be liable for loss or expense due to the

Passenger's failure to comply with this provision, and ExpressJet will not be responsible if any animal is refused passage into or through any country, state or territory. (See Rule 19.)

f) ExpressJet shall not be liable for damage to Archery Equipment, Boogie Boards, Bowling Equipment, Fishing Equipment, Hang Gliding Equipment, Hockey/Lacrosse Sticks, Javelins, Kiteboarding Equipment, Oars, Pole Vaulting Equipment, Pool Cues, Rebreather Equipment, Scuba Diving Tanks, Scuba/Diving Equipment, Water Skiing/Snow Skiing/Snowboarding Equipment, Surfboards, Surfboard Equipment Containers, Surfboard Bags, Wave Skis, Wakeboards and Windsurfing Equipment.

g) ExpressJet shall not be liable for damage to Golfing Equipment that is not contained in hard-sided cases.

h) ExpressJet shall not be liable for damage to Bicycles that do not have the handlebars fixed sideways and pedals removed, handlebars and pedals encased in plastic foam or similar material or not contained

in cardboard containers or hard-sided cases.

l) ExpressJet shall not be liable for damage to Personal Human Transporters, except those used by qualified passengers with disabilities.

j) ExpressJet shall not be liable for damage to Musical Instruments.

k) ExpressJet shall not be liable for damage to Strollers.

l) ExpressJet shall not be liable for any Baggage for which ExpressJet has received a signed release form from the Passenger.

m) ExpressJet shall not be liable for damage to Checked Baggage which does not impair the ability of such Baggage to function and specifically shall not be liable for damage arising from the normal wear and tear of handling, including minor cuts, scratches, scuffs, dents, punctures, marks or soil.

n) ExpressJet shall not be liable for loss of or damage to protruding parts such as wheels, feet, external pockets, pull handles, hanger hooks, external locks, pull straps and security straps.

o) ExpressJet shall not be liable for loss of or damage to articles due to a manufacturer's defect or due to overpacked Baggage.

p) ExpressJet shall not be liable for loss of or damage to articles which are strapped, fastened or otherwise secured to other Checked Baggage and which are not independently tagged and/or packaged.



Such items include, but are not limited to, sleeping bags, luggage racks, luggage carriers and umbrellas.

q) ExpressJet shall not be liable for damage caused by improperly packed Checked Baggage or Carry-on Baggage.

r) ExpressJet shall not be liable for the loss of, damage to or delay in delivery of any Checked Baggage of a person traveling on a Ticket who is other than the Passenger to whom the Ticket was issued.

s) ExpressJet shall not be liable for the loss of, damage to or delay in delivery of any Checked Baggage of an employee of an airline other than EXPRESSJET or such employee's family or friends traveling on a non-revenue Ticket. EXCEPTION: If the other airline has a ZED agreement with ExpressJet, ExpressJet will comply with its terms regarding loss of, damage to or delay in delivery of any Checked Baggage of an employee of another airline or such employee's family or friends traveling on a ExpressJet non-revenue Ticket (ticket must be issued on ExpressJet ticket stock).

t) ExpressJet will not be liable for delivery or interim expenses incurred by the Passenger with delayed baggage if Passenger fails to meet the check-in time requirements set out in Rule 5

9) Delivery of Baggage

ExpressJet will use reasonable efforts to return Checked Baggage within 24 hours of notice in writing by the Passenger of a delayed bag. ExpressJet will attempt to contact any Passenger whose unclaimed, Checked Baggage contains a name and address or telephone number.

10) Limitation of Liability-Services of Other Carriers

a) ExpressJet's liability for damage, if any, shall be limited to occurrences on its own flights only, except in the case of Checked Baggage, in which case the Passenger also has the right of action against either the first or last carrier in the flown itinerary.

b) A carrier issuing a ticket or checking baggage for carriage over the lines of others does so only as agent and is not liable for actions on the part of the operating carrier.

c) ExpressJet shall not be liable for the death or injury of a Passenger not occurring on its own operated flights.

11) ExpressJet's liability in the case of refusal to transport passenger on a specific flight or removal of a passenger en route pursuant to Rule 21 shall be limited to the refund value of the unused portion of the passenger's ticket in accordance with Rule 23(A).

RULE 25 - CUSTOMER SERVICE COMPLAINTS

ExpressJet will assign a Company Representative responsible to handle Customer Service complaints and to ensure that all written complaints by Passengers receive a response within 60 days.

RULE 26 - PRIVACY NOTICE

ExpressJet takes your privacy seriously. For that reason and as described in



greater detail in our published privacy policy at www.xjet.com, we have taken appropriate measures to provide adequate security for your personally identifiable information, and have offered options for you to manage email correspondence related to your use of our website. Please be advised that when you book or purchase an ExpressJet ticket or if you participate in ExpressJet's loyalty program, your personal data is collected, used, processed, and transferred for the following business purposes: making a reservation, purchasing a ticket, participating in loyalty program services and offers, obtaining additional services (including various special services related to accommodation of your special travel needs), accounting, billing, auditing, checking credit or payment, systems testing, maintenance and development, customer relations, sales and marketing, customs clearance, compliance with governmental agency directives, compliance with applicable laws, providing data pursuant to subpoenas, providing data pursuant to legal orders, providing data in order to facilitate security or develop security programs, providing information to prevent potential criminal acts or to assist law enforcement, and protecting the legal rights of ExpressJet. Upon booking a ticket, you authorize ExpressJet and its affiliates and authorized agents to collect, process, retain, use, and transfer to third parties such personal data as ExpressJet deems necessary to carry out the business purposes set forth above. If you have questions regarding ExpressJet's use of your information, contact the company at:

ExpressJet Airlines
700 North Sam Houston Parkway West
Suite 200
Houston, Texas 77067



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