

CONDITIONS OF TRANSPORT

Conditions of Transport for Evolavia passengers and baggage

Conditions of transport for passengers and baggage who travel with **Evolavia surl - Gruppo Aerdorica** and the airline.

Definition of article

We'd like to make the following specifications for Conditions of Transport:

The term “**Airline**” refers to Evolavia S.u.r.l. -Gruppo Aerdorica S.p.a , Piazzale Sordoni, Falconara Marittima (AN)

The term “**Company Code**” refers to the bilateral code that identifies an airline.

The term “**Authorized Agents**” refers to the person in charge of representing Evolavia sales services.

The term “**Connections**” refers to the place, not including place departed from and going to stated on tickets or shown on monitors like where plane plans to make connections.

The term “**Connection**” refers to a planned stop during a flight, a point between place of departure and final destination.

The term “**Passenger**” refers to a person, excluding crew, which flew or will fly with Evolavia surl. consent.

The term “**Baggage**” refers to all personal goods that passengers travel with. In alternative, we include checked-in baggage and carry-on baggage.

The term “**Checked-in Baggage**” refers to the baggage taken into custody for which a baggage identification tag is issued.

The term “**Hand Baggage**” non registered at check-in or not checked-in baggage” refers to carry-on baggage;

The term “**Baggage check**” refers to the part of the ticket (see definition below) regarding the transport of checked-in baggage that requires an identification tag.

The term “**Baggage Identification Tag**” refers to the document provided by Evolavia needed for the identification of a checked-in bag.

The term “**Ticket**” refers to the confirmation of flight details (including Confirmation number) with its contract conditions and important warning/reminders by Evolavia (under the form; letter of confirmation or equivalent information found in Evolavia web site) and the boarding card issued at the check-in counter.

The term “**Electronic Coupon**” refers to a ticket of a electronic flight or any other document stored in Evolavia surl. Database system.

The term “**Electronic ticket**” refers to the itinerary passengers are issued by Evolavia, which in some occasions may be valid as a boarding ticket

The term “**Confirmation Code**” refers to the letters and numbers written below “Confirmation code” on the receipt passengers receive when making their reservation or soon after.

The term “**Itinerary / Received**” refers to a completed document or documents which accompanies passengers electronic ticket and contains passenger name, flight information and special notes.

The term “**Check-in time limit**” refers to a specific time in which air-line companies complete proper check-in procedures and issue boarding cards.

The term “**Conditions of transport**” refers to the following Conditions of Transport for Passengers and Baggage.

The term “**Agreement**” refers to:

- :: Unification agreement of norms which regard international air travel, drawn up in Varsavia, October 12, 1929 (hereon called The Varsavia Agreement”);

- :: The Varsavia agreement stipulated in L’avia September, 1955

- :: The Varsavia agreement was reformed with amendment n.1 of Montreal (1975);

- :: The varsavia agreement stipulated in L’avia from amendment n.2 of Montreal (1975)

- :: The agreements of Montreal 1999.

- :: Integration of Gudlajara agreement (1961) where applicable;

The term “**DSP**” refers to Special Pick-up Rights”

By the term “**Damage**” we refer to the death or injury of passengers or the complete or partial loss of baggage, the theft or any other damage of baggage due to other transport services which happen accidentally.

The term “**Days**” we mean the 7 calendar days, in case of giving notice, the day in which it is mailed will not be counted.

The term “**CE Regulations**” refers to the community regulations 2027/97 regarding airline responsibility in the case of an accident, and EC Regulations n.261/2004;

The term “**Under Services**” refers to other airlines that operate flights for Evolavia (through under service)

The term “**Fare**” refers to the price and its applicable conditions.

The term “**Call-centre**” refers to the company telephone assistance centre that is available to passengers to require general flight information, information regarding the purchasing of tickets or need to make changes to tickets like name of passenger or flight date. Call centre numbers are:

- **899.000.929** (Italy)
- **902.360.549** (Spain)
- **892.685123** (France)

The term “**Web site**” refers to the internet site www.evolovia.com

Application of articles

2.1 Introduction

With rare exception, the Conditions of Transport described in paragraphs 2.3 and 2.4 of this article, apply to all airlines, passengers and baggage of the company.

2.2 Charter

If any flights are conducted by a charter, these conditions of Transport are applied only to the extent of the agreement reached between charter and charter ticket.

2.3 Laws and priority

If any Conditions of Transport or any single condition were to be compatible with any law (or with the agreement) applied by the Airline Transport Contract, such laws will be considered valid.

2.4 Acceptance of the following General Conditions of Transport

The following general conditions may be up-dated or modified at any time by the company. Changes will be communicated through our web site. Passengers should carefully read the following terms/conditions or ask the call centre before making a reservation. Making a reservation implies that the passenger is fully aware of conditions. When booking on-line, the passenger will see to it that he has a printed copy of the general rules and will re-print rules as changes are made.

2.5

The transport and services carried out by the airline are subject to the following, provided that something different wasn't previously stated:

- 1) provisions included in tickets;
- 2) applicable fares and their specific regulations ;
- 3) limited responsibility foreseen by Community Regulations n.2027/97 and EC Regulations n.261/2004, as well as, when compatible, to the Varsavia Agreements, Montreal Agreements, and other national, community, international applicable regulations;
- 4) To the following General Rules of Transport

5) To all other provisions applicable to air-transport;

2.6

Passengers have to responsibility to obey all laws, rules, provisions, requests and conditions of the countries they are travelling to and leaving from, in addition to airline instructions and indications.

Ticket

3.1.1 General

The airline will see to the transport of passengers whose names appear on tickets. It will be necessary to show an identity card. Passengers flying from/to Ancona/Moscow only, must pick up their tickets at the airport on the day of departure. For further information please contact Evolavia's Call Center .

3.1.2 All tickets and electronic tickets are non-refundable , except under the conditions described in the point 10.2 and aricle 11.

3.1.3 Tickets are non-transferable to other passengers, except under the conditions described in the point 6.2

3.1.4 Tickets are and remain the property of who originally reserved.

3.1.5 With the exception of the electronic ticket, passengers will not have the right to fly if they don't show a complete ticket. In addition, the passenger will lose his/her right to fly if the ticket is missing any of its parts or was transferred to another person without proper authorisation. With an electronic ticket, a passenger can loose his/her right to fly if he doesn't provide a picture ID, and reservation number along with the received itinerary that all show the name of the passenger, the ticket was issued to.

3.1.6 Since tickets have a value, all necessary precautions should be taken to protect the ticket against theft or loss.

Validity Duration

3.2.1 Unless differently arranged, tickets are only valid for the dates indicated.

Connections

Intermediary connections may occur if requested by the government request or Conditions of Transport.

Fares

5.1 General

Fares applied to transportation are based on airport of departure and destination. Fares don't include land transfer service from airport to airport and to city terminals. These fees depend on the date of the flight. A penalty fee is applicable for ticket modifications and any other extra charges if applicable, as already mentioned in article 6.2 in the following conditions document.

5.2 Taxes and Charges

Any charge or tax applicable to a Government Passenger or any other authority will be added to the fare. When making the reservation, the passenger will be told the amount of tax not included to the fare. These prices constantly vary and a therefore may change after time of reservation. In this case, the difference must be paid .

5.3 Foreign Currency

Any money owed can be paid in any currency unless a different arrangement have been made.

Reservation

6.1 Reservations and prerequisites

A reservation is confirmed by the issue of a Confirmation Code. Evolavia recommends to reconfirm one's flight 48 hours before departure calling our call centers (list in art.1). Upon request, the airline can issue written confirmation.

6.2 Variations

Isn't possible to modify a ticket once is has been confirmed. Only the following changes can be made:

» The Changing of a Name

The name of a passenger on a ticket can only be changed if done at least 24 hours (excluded saturday, sunday and holidays)before departure. Paying a fee of € 50,00 . A change of passenger name is not possible if any sector of the flight has already left or if any unused flights has already left. Multi-sector bookings must have the same name for all sectors. Passengers can make changes no later than 24 hours (excluded saturday, sunday and holidays) before scheduled flight departure by:

- Contacting the Evolavia call center (see list above)
- Through the business partner agency where your ticket was booked
- at the ticket desk of the Ancona airport (opened every day).

» The Changing of the date

Flight dates are changeable subject to availability and upon payment of a change fee. Passengers may modify reservations by paying a €20.00 fee per passenger, per flight, plus any difference of price at the time reservation is made. No refunds will be given if there is a difference in ticket prices. Passengers can make changes no later than 24 hours (excluded saturday, sunday and holidays) before scheduled flight departure by:

- Contacting Evolavia call center (see list above)
- Through the business partner agency where your ticket was booked
- at the ticket desk of the Ancona airport (opened every day).

6.3 Payments

Tickets including tax must be paid when making the reservation. Airlines reserve the right to cancel unpaid reservations.

6.4 Personal Data

Airlines use personal information to make reservations, to provide and facilitate services; to carryout marketing research, to simplify immigration and entry procedures; to check credit-card and non-credit-card payments; to test, maintain and develop systems; to carryout statistical research, to assure and expand legal obligations. For this reason, airlines are authorised to use and transfer personal data to competent offices, authorised agents, government agencies, or agencies specialised in the above mentioned. The airline works hard in dealing with, preserving and transferring the data and respecting European Union legislature in regards to the protection of personal data. **See article 17 "Privacy and handling of personal data"**.

6.5 Seat Assignment

Specific plane seat assignment cannot be guaranteed. The airline reserves all rights to assign and reassign seats at any moment, even after boarding. This may be necessary for operative, security or health reasons.

6.6 Non-refundable Fares

With the exceptions mentioned in articles 10.2 and 11.1, all payments are non-refundable

6.7 Flight Connections

Evolavia offers only " point to point " fare. Evolavia does not offer connection flights and accepts no responsibility for lost connections .

6.8 Number of tickets per transaction

On-line on www.evolavia.com is possible to book up to 4 passengers per transaction .

Check-in and administrative procedures

7.1 Check-in Closure

Passengers need to check-in two hours before scheduled departure in order to be able to complete all government procedures. The closure of check-in counters may vary in airports and flights. In any case check-in counters reserve the right to close 40 minutes before scheduled flight departure. Passengers who don't check-in within time limits and as a result lack proper check-in documents will not be permitted to board. The airline will not be held responsible for possible consequences, loss or damages. Passengers must be present at the boarding gate at time of boarding. If a passengers is not at the gate during boarding, the airline will have the right to cancel and reassign his/her seat.

7.2 Check-in Requirements

Passengers need to have the following flight information when checking in; A flight confirmation number and valid picture ID card.

7.3 Administrative Procedures

7.3.1 Passengers are responsible for having visas and documents required by the law, regulations, orders and requests of countries they are flying from, to and over.

7.3.2 The airline will not be responsible for any consequences resulting from the lack or disapproval of a visa, or document required by law, regulations, orders or requests, rules or instructions.

7.3.3 Before travelling, passengers are required to show entry and good health departure documents and any other document required by the law, rules and regulations of the country travelling to/from. Furthermore, the airline must be permitted to take or keep any copies of these documents. The airline reserves all rights to refuse transport if all the indicated requests are not met or if documents aren't satisfactory.

7.3.4 If passenger is not permitted to enter any country, the passenger will be liable for any fines fixed by the government and any transport fees from that country. The passenger will not be given a refund for the flight of the destination he is not permitted to enter in.

7.3.5 If a penalty or fine must be paid, or an expense, due to not meeting the requirements of a law, rules, regulations, requests or other requirements by the country in question, or to provide requested documents, the airline must be reimbursed upon request, for whatever expenses it paid. Passengers may use the value of any unused portion of their tickets or any other source possessed by the airline in order to do so.

7.3.6 If requested, baggage may be inspected by customs or other government officials. The airline will not be held liable for the loss or damage caused by the inspection or for not having all requirements.

7.3.7 Passengers must accept to be checked by the airline or government, airport officials and of transporters.

Limitation and denial

8.1 The right to refuse transport.

The airline, at its discretion, may refuse to transport any passenger and baggage for security reasons or as following;

- a) Such action is to assure security
- b) Such action is necessary to abide to laws of any country in which flight is departing from or arriving.
- c) Such action is necessary due to conduct, status, or age since:
 - i) special assistance is required (applicable by article 8.2)

- ii) A dangerous, disorderly or disobedient passenger or staff; or
- iii) Jeopardises the safety of passengers or property or
- d) passenger behaviour was inappropriate during another flight and it is likely to re-occur; or
- e) security regulations are not followed;
- f) passenger refuses to undergo a security check
- g) passenger has not paid for his ticket

- h) passenger failed to show proper documentation or identity
 - i) documents and ticket shown:
 - i) has been illegally bought
 - ii) have been previously been reported lost or stolen
 - iii) are found to be counterfeit
 - iv) have been modified from a person other than the airline or an authorised agent.
 - j) passenger who checks-in or boards can't prove he/she is the person whose name ticket is issued to. In this case, the airline reserves the right to confiscate ticket.
- k) If passengers fail to obey security measures

If the airline refuses transport (with appropriate reasons as mentioned in article 8 point 1) due to one or more points mentioned above, the remaining unused parts of the ticket will be cancelled and the passenger will not be entitled to further transport or refund. Furthermore, the airline will not be held responsible for loss or damage resulting from the refusal of transport.

8.2 Transportation Limits

»Passengers with special needs

Absolutely before to book a flight, passengers with special needs must advise Evolavia's call center(see list above) of their special request and receive a confirmation for an adequate accomodation on the flight.

Passengers with special requests will not be permitted to sit in seats situated near emergency rows. Evolovia cannot accept passengers whose degree of disability requires constant assistance, unless an attendant is specifically assigned to this duty.

» Wheel-chairs

Airlines will only accept passengers on wheel-chairs upon advance request which can be made by contacting Evolavia call center(see list above).

Only wheel-chairs with non spillable batteries will be permitted. Other types will not be permitted. Facilitation Assistance for wheel-chairs only apply to passengers who are completely immobile or who cannot climb airplane steps or who can't walk long distances. For this kind of assistance, it is necessary to contact Evolavia.

Guide Dogs

Evolavia can accept on board guide dogs for blind or deaf passengers on flights when allowed. Guide Dogs carriage has to be requested when booking through the carrier's call centre.(see list Article 1).

» Unaccompanied children and minors

Evolavia doesn't admit unaccompanied children on board, who are under 16 years old. Children under 16 years old may not fly, unless they are accompanied by a person, who is 18 or over 18 years old and who will be responsible for them. Underminors from 16 years old to 18 years old, who want to fly unaccompanied, must have a valid identification and the complete authorization of their parents in order to leave their country or nation. During the flight underminors must always held the authorization with them. They need no authorization if they have a valid individual passport. Children under two(at time of travel) can fly paying 10% of available fare(plus tax) and sit on the lap of person who is accompanying the child. For the flight Anocna/Moscow and return infants' fare is € 24,99 for each flight leg plus taxes. Children under two weeks are not permitted on board. Minors between 2 and under 12 years old pay 50% of available ticket price(plus tax) and must sit in their own seat. This reduction doesn't apply to the flight Ancona/Moscow and return.

Adults who accompany minors have the responsibility of keeping child seated with their seat belts fastened. Evolavia doesn't have indemnity insurance, therefore under no circumstance, under the Child Protection Act, will another passenger accept the responsibility of a minor during a flight.

» Pregnant Women

We don't accept pregnant woman who are past their 7th month (28 weeks) without a Medical note. Women who are less than 28 weeks pregnant must sign a document declaring so. Women who are between 28 and 36 months pregnant must have a medical note saying that they are in good health and state estimated due date. Pregnant woman must inform Evolavia about their present health condition when making the reservation. Women who are past their 36th month will not be permitted to board

Baggage

9.1 Items not acceptable as baggage

a) The following items are not permitted to be packed:

i) items that don't fall under the definition baggage as defined in article 1

ii) items which can cause damage to the aircraft or people on board, as specified in ICAO and IATA regulations of Evolavia's Rules of Transport (these documents will be furnished upon request)

iii) items which are prohibited by laws in places of departure and arrival;

iv) items that the airline feels is inappropriate because of its weight, size or nature like fragile or dangerous items;

v) live animals, except as described in paragraph 9 of this article;

vi) human remains ;

vii) For security reasons the following items are considered dangerous and therefore not permitted to be carried on board or packed in baggage;

- Gas tanks, refrigeration items, flammable, non-flammable and poisonous gases like butane, hydrogen, propane, aqualung tanks. Camp gas and kitchen lighters containing butane.
- Corrosive material like mercury, acid, aldehyde, batteries with humid cells.
- Ammunition, explosives, guns, , shells, fireworks and rockets.
- Liquid and solid flammables like lighters,
- Matches, solvents and paints
- Radioactive material,
- Bags or cases with alarms
- Oxidizing material like organic peroxide or powder bleaching substance.
- Poisons such as insecticide, weed killer, arsenic and cyanide or live viruses
- Other dangerous material like magnetic material, irritants or offensive

b) Fire-arms and weapons and all collectible weapons (fire-arms, swords, knives or any similar items) are prohibited .

c) baggage should not include valuable, fragile, dangerous or perishable goods, money, etc....

d) The transport of any item mentioned in points a), b) of this paragraph, transported ignoring its prohibition will be subject to further charges, and held responsible for consequences foreseen by the conditions of transport, rules for baggage. The airline will not be responsible for the loss of theft or damage of any items mentioned in points a),b), or c) that passengers transported in spite of regulations.

e) Except for acts or omissions due to the carrier, its subordinates or agents, with the intention of causing a damage, or being aware that a damage could come from these, the responsibility in case of Baggage Damage will be determined as follows:

- for the leg Paris-Ancone-Paris and back, will be charged directly the airline BLUELINE according to its conditions of carriage.
- for the leg Moscow-Ancone-Moscow and back, will be charged directly the airline KRASAIR according to its conditions of carriage.

In any case, passenger is obliged to make a declaration at the Lost and Found Offices of their destination or at the arrival. Should you need the address of the above mentioned airlines, you can write to info@evolavia.com

f) Objects or products passengers require for personal reasons like health at the time of journey, which they are carrying or included in hand baggage will not be permitted as

exceptions to rules mentioned previously as they are necessary things for the passenger.

9.2 The right to refuse baggage

- a) The airline has the right to refuse any baggage items described in article 9.1
- b) The airline has the right to refuse any item it considers unfit for security or operative reasons, or because of its weight, size, shape, nature or may disturb other passengers.
- c) The airline has the right to refuse any baggage that is inappropriately packed.

9.3 The right to inspect a passenger and baggage

- a) The airline, for any reason, may request to have a passenger or his/her baggage checked using x-rays even in his/her absence, in order to determine if it possesses any of the described items in article 9.1 or any item or ammunition that was not declared as in article 9.1 If passengers don't accept these conditions, the airline has the right to refuse transport, to not refund or be held liable for any loss or damages on behalf of the passenger unless the error is caused by the airline.
- b) Customs officers have right to inspect baggage. In such cases, the airline will not be held liable for any damage, loss or theft of passenger's items unless caused by airline negligence.

9.4 Checked-in baggage

- i. A baggage identification tag will be issued for every bag or suitcase checked-in.
- ii. Checked-in baggage must have a tag including passenger's name.
- iii. Passenger's baggage will transported on the same flight as passenger unless for any security issue or operative reason. If baggage is transported on different flight, it will arrive within reasonable time unless passenger needs to be present for customs reasons.

National Flights: Baggages allowed to be checked-in , must not exceed 158cm in length, height and width. Weight must not exceed 15kg. The payment of the extra baggage must be paid in **CASH** .

International Flights: The baggage are permitted with the same dimensions mentioned for national flights, with a maximum weight of:

- **Flight Paris-Ancone-Paris 15 kg.** In addition one hand baggage is allowed. The payment of the extra baggage must be paid in **CASH** .

- **Flight Moscow-Ancone-Moscow 15 kg.** In addition one carry-on is allowed. The payment of the extra baggage must be paid in **CASH** .

Infants: Infants are entitled to the transport of a stroller, a carriage or a portable cradle which is to be transported in the hold with checked-in baggage or as carry-on if it can be stored in the overhead. Other things like food will be permitted only if urgently needed during the flight.

9.5 Hand baggage

a) Every passenger is allowed to board with one carry-on which doesn't exceed 5 kg. and the sum of its length, height and width doesn't exceed 115 cm.

Any carry-on baggage that exceeds weight or size will not be transported as checked-in baggage as defined in point 9.6. Passengers are permitted to carry on second bags like a purse or laptop. Baggage which exceed weight or size will be forbidden into the cabin.

b) Items which are not permitted to be included in checked-in baggage will not be permitted to be carried-on, unless gets approved by the airline may be subject to extra charges.

9.6 Excess baggage

Excess baggage on NATIONAL Flights

There is a €5,00 fee for bag over permitted allowance or for baggage exceeding permitted weight and dimensions. The payment of the extra baggage must be paid in **CASH**

Weapons and ammunition: This kind of transport is forbidden .

Pets: The transport of a pet is considered excess baggage. Cages must be of appropriate size for the animal, allowing it to stand up, easily turn around. Inappropriate cages will not be accepted on board.

Airlines do not provide cages. Pet's carriage has to be requested when booking through the carrier's call centre..

The following **sports equipment** are always considered excess baggage :

Scuba-Diving equipment (empty tank, mask with mouth piece, weights, flippers,

Bicycles

Golf Bag

Ski equipment

Water Ski

Surf and windsurfing .

The passenger has to be requested when booking through the carrier's call centre. The payment of the sports equipment must be paid in **CASH** .

Excess Baggage on INTERNATIONAL Flights: For items not included in normal accepted baggage description or for baggage exceeding permitted weight, passenger will be charged an amount per Kg which varies according to each destination .

Following items are exceptions, are subjected to payment of a flat-rate, and their reservation is obligatory:

Surf and windsurfing equipment;

Canoes;

Bicycle;

Golf clubs.

The payment of the sports equipment must be paid in **CASH** .

»**Pets**

The transport of a pet is considered excess baggage and subject to a payment. The maximum weight is 5kg (including its cage) in cabin and 40kg(including its cage) in hold for flight Paris-Ancona-Paris. For information about travel conditions of animals in the flight Moscow-Ancona-Moscow, please contact Evolavia's call centers . Cages must be of appropriate size for the animal, allowing it to stand up, easily turn around. Inappropriate cages will not be accepted on board. Pet's carriage has to be requested when booking through the carrier's call center. In the flight Paris/Ancona/Palermo and return the carriage of animals is not accepted in the hold . The payment for the transport of pets must be paid in **CASH** .

For information about excess bag rates and flat-rate, please send an e-mail to: info@evolavia.com or contact Evolavia's Call Center . See Art. 1

9.7 Retrieving and Sending Baggage

a) It is possible to retrieve baggage at final destination or connection. If passengers don't pick up their baggage within reasonable time limits, he/she may be charged extra. If a passenger doesn't claim his baggage within 3 months, the airline may choose to not return it to its owner.

b) The only person authorised to pick up baggage is the person whose name appears on the baggage identification tag.

c) We will send baggage to someone who requests baggage without an identification tag only if he or she can establish that he/she is the owner by providing a satisfactory description. The airline will also require a detailed description for any passenger requesting a refund for any lost baggage.

d) If the baggage is received by the owner (person whose name appears on baggage identification tag) without any complaint, the airline, in accordance with transport contract, assumes that his/her baggage was transported in good condition, unless passenger can prove differently.

9.8 Animals (only dogs and cats)

The following rules and conditions apply to animals permitted for transport;

(a) Animals like cats and dogs must travel in a cage and have a health certificate stating they are healthy and vaccinated and have any entry permits country (s)of destinations or transit require, tattoo or microchip. Animals will not be permitted to fly if they lack any of the above mentioned. The airline may require other conditions which are available upon request. If the animal is accepted as baggage, it, along with its food and cage may not be considered carry-on but as "excess baggage" and therefore subject to fees. Airlines do not provide cages and pet's carriage has to be requested when booking through the carrier's call centre. For "excess baggage" conditions article 9.6.

(b) Dogs that assist physically disabled people (blind, hearing impaired) can travel along with its food and cage without any additional charges as excess carry-on baggage on flights when allowed.

(c) We accept animals under the condition explained above and under the condition that, owners take full responsibility of their pet. The airline will not be responsible for injuries or loss, delay, sickness or death of animals unless found negligent.

(d) We will not be held responsible for animals that don't possess proper health or entry-permit documentation upon arrival or departure of a state or country. Animal's owner will be liable for any fines, expenses, loss or responsibility imposed or expected by the airline.

9.9 Human Remains

Human remains will not be transported on any flight.

Reservation and Cancellation

Reservations

10.1 The company will do its best to transport passengers and their baggage solicitously, respecting the posted time schedules and dates according to article 10.2 . However, times indicated cannot be guaranteed and does not fall under transport contract.

10.2 The Airline can change a reservation, and/or cancel, end, postpone, or deviate any flight at any time, when justified by circumstances beyond control or for security reasons. Should it be necessary:

(b) if cancelled, according to article 11, it is possible to receive a refund

(c) if deviated, an alternative flight will be provided (at airline expense) to transport passengers towards an agreed or original destination.

(d) In case of delay passengers will be entitle to rights stated in Passenger Rights Card.

10.3 The airline will be responsible to inform passengers of any changes or cancellations of flights that were made previous to departure date.

10.4 The airline will not be held responsible for errors or the omission of information shown on monitors or public reservations, for errors or the omission of dates or times of departure or arrival, or procedures of any flights, except in cases of negligence, error or action premeditated and intended to cause harm or damage

Refund

11.1 Refunds – General

If the transporter should not be able to transport passengers conforming to the transport contract or if a refund

11.2 Involuntary refunds

If a flight is cancelled and the passenger doesn't accept an alternative low-cost flight or if unavailable, he/she will receive a full refund for the cancelled flight and possibly a return flight without further responsibilities or other expenses refunds (hotel, food, etc.)

11.3 Who receives a refund

(a) Only the person who paid or booked the ticket will be entitled to a refund. This person may be asked to show proof of payment.

(b) In acceptable refundable situations, refunds will only be given to people who hold tickets or any other documents received by the airline.

On-board Conduct

12.1 If the airline feels that passenger misconduct has caused damage to the plane, people or property, or obstructs other people's rights, or does not follow crew directions or crew is threatened, insulted or cursed at, or passenger treats crew as described above, or is disorderly and causes passengers to complain, the airline has the right to take necessary actions which may include the cancelling of a flight. The passenger might also risk being charged with harassment of the crew of an aircraft.

12.2 Unless a passenger has permission, like for the use of a hearing-aid or pace-maker, the use of all electronic devices are prohibited on board like; radios, portable recorders, mobile or portable phones, CD, DVD or MP3 players, video games or transmitting devices (including toy radios or walkie-talkies).

12.3 If the airline chooses to deviate the flight or refuses further transportation because of passenger disorderly conduct, those passengers will be held liable for any expenses resulting.

Airline organization

13.1 If agreements are made as part of a new contract to obtain new services, through the use of agents, the airline will not be held responsible by passengers.

Damage liability

14.1 The responsibility of every airline involved will be determined by the Conditions of Transport that are available upon request. For the leg Ancona-Barcellona-Ancona and back, will be charged directly the airline Spanair. For the leg Paris-Ancone-Palermo and back, will be charged directly the airline CLUB AIR. For further information, please send an e-mail to: info@evolavia.com or contact Evolavia's Call Center. See Art. 1

Time limitations for legal action

15.1 Claim Notice

No legal action for damage of checked-in baggage (damage, tampering, partial or complete miscarriage, theft or delayed delivery, etc...) can be undertaken against the Airline, unless the party entitled has previously and formally notified the irregularity to the Airline. Notification must be made in writing, presenting the claim within and no later than following terms:

- 1) file claim no later than 24 hours after receiving baggage for damage or tampering cases.
 - 2) File claim straight away or no later than 7 days after re-receiving damaged or occult tampering.
 - 3) 21 days from the day in which baggage was supposed to arrive, for cases of loss, complete, partial or delays
- If claims are not filed within expressed time limits, no action can be taken against the airline.

15.2 Limitation of action

Any legal action for legitimate refunds for damage filed against the Airline will be considered as prescribed when passed two years from the date of arrival to destination, or from the supposed date of arrival of the airplane, or from the date in which transportation has stopped. The method to figure out time limit will be determined according to the law of the concerned court. Any right to be entitled to the refund of damages in checked in luggage will be lost, unless a legal action is started within one year from the date of delivery of the luggage in question, or of supposed delivery .

15.3 Modifications and refusal

No agent, employee or airline representative has the right to edit, modify or refuse Any of the points of the Conditions of Transport.

Terms of use

Evolovia allows the use of this site only for personal use, specifying; users of this site accept all of the following conditions;

Legally Follow Conditions for Use:

- a) Don't use the name "Evolovia" for other brands for any business purposes
- b) Connect to the site only through the main access page, not through other parts of the website without written authorization from Evolovia
- c) Don't use any images to connect to the site
- d) Don't use the name "Evolovia" for other brands for any business purposes.

Privacy and handling of personal data

17.1 Evolavia is busy working hard to protect client's privacy and takes full responsibility when it comes to security regarding information provided by clients .

a) All the information given during sign in will be used by Evolavia S.u.r.l. Aerdorica Group S.p.a. according to **D.Lgs 196/2003** . Evolavia requires certain information for booking a flight. These include; name, address, telephone number, e-mail address, credit-card number and expiration date. Evolavia also needs to include the names of all other possible passengers whom you wish to book for. This information allows us to make the reservation and send you a confirmation through e-mail. The telephone number is requested, so that you can be contacted in case of any problem with the booking. In addition, clients may choose to register their information and select a username and password which can be used for all future bookings. Stored information within the system could also be used to communicate new services and special fares which we think clients would find interesting. If the clients prefer not to receive such information, it is possible to call +39.71.2827308 or send an e-mail to info@evolavia.com .

b) In any case the client may exercise his rights in the **art.7 of the ruling D.Lgs 196/2003** . The following summary document describes the rights of the client:

- obtain from Evolavia confirmation of the existence or not of personal data relating to him/her, regardless of their being already recorded, and communication of such data in intelligible form or to ask Evolavia for confirmation of the existence or not of personal data relating to him/her.
- obtain cancellation, conversion into anonymous form or block of the data that have no need to be kept in relation to the reasons they have been collected and handled;
- obtain updating, correction or integration of his/her data;
- be in part or fully opposed ,for legitimate reasons, to personal data processing , even if pertaining to the aim of collection.

Cancellation of personal data is subordinated to the mailing of a written communication by fax, e-mail, or posting to Carrier's address.

c) Evolavia doesn't sell, give or rent any client data to 3rd parties. Passenger information is never communicated to any person or organization without client consent, with the exception of emergency situations or when the law requires release of the information. Evolavia reserves all rights to communicate client information to trustworthy 3rd parties who use the data to provide a service, e.g. to book a hotel-room or rent a car as easy and quick as possible by sending data already given for Evolavia reservation form or from our business partnerships. If consequent reservation isn't for any reason confirmed by the client, we automatically cancel all information given. Evolavia may supply global statistics related to client, sales, traffic flows and other information concerning the website to suppliers or other trustworthy 3rd parties, but, these statistics will never show or include personal data of clients.

17.2 Evolavia Surl , Piazzale S.Sordoni - 60015 Falconara Marittima (AN),Italy - e-amil info@evolavia.com , is the responsible for collection and treatment of personal data .

Online security

18.1 Monitored site

When connected to our site, our system runs a monitoring software. This helps us improve site structure and at the same time it facilitates its use for Evolovia.com clients This software prevents the release of any personal data. The flight booking function runs on the latest

version of the safe server SSL (Secure Socket Layer, version3) which crypts all data given by clients before it is transmitted to our system.

When putting orders in, you have the option of using safe server. In addition, in accordance to privacy law (D.lgs 196/2003), strict measures of security are applied in the use and storage of information we possess. This allows us to prevent any unauthorized access. According to our security procedures, we require to see ID before communicating any reserved client information.

18.2 Security and privacy of credit card

To ensure the security of your credit-card information when you book flights through Evolavia.com web-site, and meeting this way security requirements of passengers who have already booked online through Evolavia with no security problems, Evolavia uses the following security systems:

1. All information, including personal and credit card data, are processed through a software for secure server (SSL); consequently all given data are accessible only by Evolavia and no one else can gain access to these information. The symbol of a padlock in the browser shows which pages are protected by this system.
2. All historical information about credit cards, names and addresses are filed in a secure computer. At the end of the transaction by credit card no information about clients are kept in our web server (so it is necessary to reinsert data for every new online booking).