

Terms & Conditions

1 – Premises and definitions

1.1 – Premises - Myair.com is a trademark of Myair.com s.r.l., the flights with the “8I” designator code that identifies Myair.com will be operated by Myair.com aircrafts.

1.2 - Definitions - the following conditions have to be intended for the carriage of passengers and baggage, including its corresponding reservations, made through Myair.com s.r.l. As used in these General Conditions, the following terms will have to be intended as set out below, unless otherwise specified.

1.2.1 – Carrier - means “Myair.com s.r.l., with its head office in Torri di Quartesolo (VI), via Brescia, 31, VAT code 03336060243, that provides transportation services of passengers and baggage, where at the present general conditions of carriage, and at the same time all the carriers that carry or undertake to carry passengers and baggage

1.2.2 – Passenger - means any person, except members of the crew, carried or to be carried by the airline

1.2.3 – Adults – when referring to the applicable fare means all passengers that, at the date of travel (and in case of a round trip on the date of the return flight) have reached the age of 2 years

1.2.4 - Unaccompanied Minors - means all passengers younger than 15 years of age on the date of the flight (and in case of a round trip on the date of the return flight). Passengers aged under 15 are not accepted on board Myair.com s.r.l. flights unless they are travelling with an adult aged at least 18 or more.

1.2.5 - Infant - means all passengers that on the date of the flight, and in case of a round trip on the date of the return flight, are under the age of 2 years

1.2.6 – Baggage - means all the personal property and all the objects accompanying the passenger in connection with his journey. Unless otherwise specified, this consists of both Checked and Unchecked baggage

1.2.7 - Checked Baggage - means baggage which the carrier takes into its custody and for which a Baggage Identification Tag is issued

1.2.8 - Unchecked baggage - means hand baggage which passenger takes with him on to the aircraft

1.2.9 - Baggage Identification Tag - means a document issued solely for identification of checked baggage

1.2.10 - PIR-Property Irregular Report - means the form, available in the airport baggage offices, for passengers’ complaints about the loss, damage or delayed delivery of baggage

1.2.11 - Call Centre - means the carrier’s centre for telephone assistance where all passengers can call for

- General flights information
- Information about online booking and purchase of tickets
- Direct purchase of tickets
- Date, time or name changes on a ticket already purchased
- Request special assistance

1.2.12 - Special Drawing Right - means a unit of currency fixed by the International Monetary fund in 1969, subject to daily quotation, available in the financial pages of major newspapers

1.2.13 - Montreal Convention - means the convention for the unification of certain rules relating to international carriage by air, signed in Montreal on the 28th May 1999

1.2.14 - Web Site - means the web site www.myair.com, property of Myair.com s.r.l., where all the information about offers and purchase of tickets are available

1.2.15 - Booking reference - means the code, given by the airline, that identify the reservation made by the passenger and confirmed by the airline, after verifying the payment of fare, taxes and fees

2 – Knowledge and acceptance of the present general conditions of carriage

2.1 – Examination of general conditions of carriage – The present general conditions of carriage must be examined by the passenger before the purchase of the ticket. This can be done either online on the website www.myair.com or calling the call centre before making a reservation

2.2 – Modification of general condition of carriage – The present general conditions can be updated or modified by the carrier at any time; any change will be promptly notified by the carrier through its website www.myair.com

2.3 – Acceptance of general conditions of carriage/Liability of the passenger – The purchase of the ticket implies the full knowledge of these General Conditions of Carriage and its total acceptance; if the purchase is made online the passenger undertakes to print and keep these General Conditions of Carriage; furthermore, when a change of the booking is made, the passenger undertakes to print and keep these General Conditions of Carriage

A – CONDITIONS OF PURCHASE

3 – Reservation and purchase of the ticket

3.1 – Purchase methods – Tickets can be purchased:

3.1.1 – Online through our website www.myair.com

3.1.2 – Through Myair.com's call centre:

a – calls from Italy: for reservations, changes, general information and special assistance requests and for ticket purchase the telephone number is 899 500 060

Cost from a fixed line is 0,96 € per minute and 0,12 € upon answer. The cost from mobile phones depends on the company originating the call

b - calls from outside Italy: Tel. 0044 2073651597 - Cost of the call: international standard fare, depends on the company originating the call.

3.1.3 – In a Myair.com ticket counters of the airports

3.1.4 - In a registered travel agency

3.2 – Ticket purchase

3.2.1 – Reservation and payment at the same time – Reservation and payment must be completed at the same time. Payment of the fare, taxes, fees and charges must take place at the time of reservation. The carrier will check if the payment of the fare, taxes fees and charges applicable is correct and will send the passenger a confirmation with the booking reference.

3.2.2 – Booking Cancellation – In case payment is not made properly, the carrier has the right to cancel the reservation.

3.3 – Confirmation and Booking Reference

3.3.1 – Online reservations – For online reservations through the website www.myair.com, the carrier will send an e-mail with the booking reference, flight and payment details to the passenger

3.3.2 – Reservations through the call-centre – For reservations made through the call-center, the carrier will send an email with the booking reference and the flight and payment details.

At passenger's discretion, the passenger can receive the confirmation in of the following ways:

a – by e-mail

b – by fax (with a surcharge of 3 €)

c – by mail (with a surcharge of 7 € only for Italy)

3.3.3 - Reservations through a travel agency – For reservations made through a travel agency, the travel agent will take the responsibility to provide the passenger with the confirmation of the booking with the booking reference and all flight details

3.4 – Ticket purchase time limits

3.4.1 - On-line purchase – For reservations made through the website, tickets can be bought up to 2 hours and 30 minutes before the departure of the flight

3.4.2 - Purchase through the call center – When the reservation is made through the call center, tickets can be bought up to 1 hour before the departure of the flight

3.4.3 – Purchase in qualified airport ticket offices – When the reservation is made in a qualified airport ticket office tickets can be bought up to 1 hour prior to departure

3.5 - Validity period - A reservation is valid for one year from the date of issue (when the carrier confirm it)

3.6 – Booking class – Tickets can only be booked in economy class

3.7 – Flight Connections – The carrier is a strictly 'point to point' airline. The carrier does not offer connection flights and accepts no responsibility for lost connections

3.8 – Number of tickets per transaction – You can book up to 50 passengers per transaction

4 – Fares and payment methods

4.1 – Fares – Fares apply only for carriage from the airport at the place of departure to the airport at the place of destination only for the passenger included in the confirmation and for the times shown on it. Fares do not include ground transport between airports and/or airports and town terminals. Fares are calculated in accordance with our tariff in effect on the date of the reservation. Every fare has a limited number of seats available. Fares can vary before the date of departure in accordance with the number of seats available when the reservation is made

4.1.1 – Right to refuse carriage - The carrier reserves the right to refuse carriage in case the payment of the fare, taxes and fees is not made properly

4.1.2 – Taxes, fees and charges – Taxes, fees and charges imposed by the government and by airport authority for the carriage of passengers, their baggage and for all the services included in it, in particular the “operation & security” surcharge, 12€ per flight and the fuel surcharge, 20 € per flight (from 23€ on international routes). The amount of taxes and fees is to be paid by the passenger when the reservation is made

4.1.3 - Increasing of taxes and fees - In case of introduction of new taxes and fees, or increasing of them after the reservation is made the company reserves the right to ask for its payment before the departure of the flight

4.2 – Currency – Fares, taxes fees and charges are payable in the currency indicated by the carrier at the time payment is made

4.3 - Infant – Infant passengers who, on the date of the flight, and in case of a return ticket on the date of the return flight are under two years of age are allowed to travel in their parent's lap paying a fare of 16€ per flight. Only one infant per adult is allowed. Infant passengers are not entitled to a personal baggage

4.4 – Payment methods

4.4.1 – Online reservation and reservations through call centre – Tickets purchased through the carrier's website www.myair.com or through its call centre can be paid by credit

cards like MasterCard, Visa, Diners, American Express and Air plus

4.4.2 – Reservations in qualified airport ticket office - Tickets purchased through qualified airport ticket offices can be paid by the above-mentioned credit cards or cash, by cheque or with Bancomat payment

4.4.3 – Reservations through registered travel agency – For reservations and payment of tickets in registered travel agencies passenger has to take information about the payment method of the agency where he want to buy the ticket

4.5.1 – Administration fee for transactions – An administration fee of 2.75€ per passenger per flight will apply for every transaction

4.5.2 - Extra charge for the purchase in the airport ticket offices authorized for the sale of Myair tickets - for the purchase of tickets in the airport ticket offices authorized for the sale of Myair tickets there will be requested an extra charge of 3,50 euro for every passenger for every leg

5 – Privacy - To ensure the security and privacy of your credit card information when you book on-line, Myair.com uses the latest Secure Socket Layer (SSL) technology. SSL is currently the preferred method to securely transfer credit card and other sensitive data over the Internet. When booking on line, if your browser supports SSL, please select the Secure Mode option, in this way all the data inserted will be protected by this technology. If you are restricted by the capabilities of your browser than you can use the non-secure mode; anyway the Carrier recommends that you upgrade to the latest version of your browser to allow you peace of mind during any further transactions

6 – Changes and cancellations

6.1 – Mylow fares

6.1.1 – Changes of the name of the passenger, itinerary, date and time of the flight –

Changes of the name of the passenger, itinerary, the date or time of the flight are allowed, subject to availability, online through the website www.myair.com up to 2 hours and 30 minutes before departure, upon payment of a 23€ surcharge per passenger and per flight, and the difference in fare between the original fare paid and the lowest fare available when the change is made; up to 3 hours before departure, contacting our call centre (subject to opening hours) and up to 1 hour before departure in qualified airport ticket counters, upon payment of a 25 € surcharge per passenger and per flight plus the difference in fare between the original fare paid and the lowest one available when the change is requested. Should the available fare be lower than the original one, no refund will be made. Name and itinerary changes are not permitted if any flight sector in your booking (including multi-leg reservations) is flown or past; in case of multi-leg reservations, all the flight sectors must contain the same name.

Purchase promotional fares: important warning - If you buy at a promotional fare, changes of date time or itinerary can be made according to the regulations of the MYLOW fare, upon payment of a 23,00 Euro surcharge per passenger and per flight - for changes online through the website www.myair.com or 25,00 Euro per passenger and per flight to modify also the name - through call center or in the airport ticket counter allowed to sell MyAir flights - paying also the difference between the promotional fare paid before and the higher MYLOW fare available at the moment the change is requested.

6.1.2 – Cancellations – If you buy a Mylow fare: cancellations are not permitted. Unused tickets are not refundable

6.2 – Myflex fares

6.2.1 – Name change of passengers as well as itinerary, date and/or time of the flights are permitted, subject to availability, free of charge, through our website www.myair.com up to 2

hours and 30 minutes prior to scheduled departure, or contacting our call centre up to 3 hours prior to departure (subject to call centre operating hours)

6.2.2 – Cancellations – The Myflex fare is non refundable, but if passenger is not able to take the flight and he contacts the carrier's call centre to cancel the reservation within 3 hours prior to departure (subject to call centre opening hours) the amount paid will be put into a credit account that you can use to buy further flights of Myair.com network

6.3 – Right of withdrawal - In any case, the right of withdrawal does not apply to the purchase by Call Center and online, according to point b) of art. 7 of the legislative directive D.L. May 22, 1999 nr. 185

6.4 – Cancellations – In case a Myair.com flight is cancelled or the delay is extended, Myair.com has no responsibility in case the cancellation or the delays are due to exceptional circumstances as bad weather condition, risk for safety, unexpected shortage for the flight safety, strikes or any unforeseeable event or anything out of any reasonable control. Myair.com strongly recommends to all passengers that they check (on www.myair.com, Travel info) their reservation before departure, when booking a lot in advance

B – CONDITIONS OF CARRIAGE

7 – Check in

7.1 – Check in deadline – Passenger is requested to report to check in desks two hours prior to scheduled departure time. Check in desks will strictly close 40 minutes before departure. Failure to comply with the check in deadline passenger won't be accepted on board and will have no right to refund. In case passenger would like to travel in another flight he would have to buy a new ticket paying the entire amount. In case passenger fails to report to check in desks within the deadline, the carrier reserves the right to cancel the booked seat

Flights to / from Marrakech and Casablanca - Check in deadline – Passenger is requested to report to check in desks possibly three hours prior to scheduled departure time.

7.2 - Identity documents - It is passenger's responsibility to have a valid identity card to travel and any others immigration documents requested to enter the destination country. Any fine, penalty or charge arising from failing to comply with travel documents are at passenger's charge. It is strongly recommended to get full information about documents and Visas requested to enter the destination country before the purchase. If the travel documents are not valid or the name of the passenger on the reservation does not correspond with the one on the identity card or passport, the carrier will refuse boarding and passenger will have no right to refund. Passenger is requested to report to check in desks with a valid identity document and the booking reference given at the end of the booking process

8 - Special assistance

8.1 – Special assistance requests – Passenger will have to contact the carrier's call centre for all information, assistance, requests of booking and special assistance, and in particular those relating to

- Infant
- Pregnant women
- Disabled passengers
- Sport equipment
- Animals

8.1.2 – Procedures – Special assistances have to be requested by contacting the carrier's call centre. Myair.com reserves the right to modify policy and procedure of special assistances

without notice. For any information regarding special assistance please contact our call centre before purchase

8.1.3 – Infant’s carriage - For security reasons infants under 7 days of age are not allowed to fly with Myair.com flights. Infant passengers between 8 days up to and including 23 months of age will be boarded only if travelling with a passenger of at least 18 years of age

8.1.4 – Expectant mothers -

For security and comfort of pregnant women travelling with us, the carrier will follow these rules:

- Up to 28 weeks: pregnant women are accepted on board the aircraft without any medical certificate. Anyway the carrier reserves the right to ask the passenger a certificate that confirms that pregnancy is less than 28 weeks
- Between 29 and 36 weeks: a medical certificate stating the health of the passenger and the supposed date of birth of the baby is requested
- After 37 weeks (30 weeks in case of twins): pregnant women are not accepted on board in any circumstances

8.1.5 - Carriage of passengers under 15 years of age - Passengers under 15 years of age cannot travel alone, and must be accompanied by a passenger over the age of 18 years and the carrier does not offer unaccompanied minors service. Escort and other facilities are not available

8.1.6 – Pets carriage – Two pets are allowed to travel on board – dogs; cats; singing birds; rabbits; hamsters; guinea pigs – in the appropriate cages, one pet per passenger. Pet’s carriage has to be requested when booking through the carrier’s call centre

8.1.7 – Carriage of passengers with reduced mobility – For security reasons the carrier can transport up to two passengers needing a wheelchair. Request of this kind of assistance has to be made when booking the flight through our call centre. Failure to do so the carrier reserves the right to refuse carriage, without any refund of the amount paid for the flight

9 – Conduct on board

9.1 – Aircraft Command – In compliance with national and international laws, the captain of the flight has the command of the aircraft. The captain is authorised to take such measures as he deem necessary to ensure the safety of the flight and all the people on board – passengers and crew members – are strictly obliged to follow his orders. Furthermore the Captain of the flight has the right to take any necessary measure towards those passengers which behaviour, physical or mental state is considered dangerous for the safety of the flight. Passenger will be responsible for all the damage caused to the carrier and/or to other people with his behaviour and will be obliged to refund every damage caused to the carrier and/or other passengers

9.2 – Smoking – Smoking on board all Myair.com flight is strictly prohibited. Failure to adhere to this regulation will result in severe criminal penalties against the passenger and the payment of the penalties according to the law in force and the damages caused by this action

9.3 – Alcoholic drinks – Consuming alcoholic drinks brought by the passenger or offered by other passengers is not permitted

10. – Limitations / refusal of carriage - The Carrier has the right to refuse boarding or continuing the carriage of the passenger and/or his baggage, or cancel his reservation if:

- a – it is necessary for safety or public order reasons;
 - b – Such action is necessary in order to comply with any applicable government laws, regulations or orders of any state or country to be flown from, into or over;
 - c – Passenger’s behaviour, mental or physical state is dangerous as to
- deem necessary a special assistance that carrier cannot give or which costs are too higher;

- cause repeated harm and discomfort to him and/or to other passengers and/or members of the crew;
 - expose himself and/or other passengers and/or members of the crew and/or on board objects to dangerous situations;
 - The passenger has committed misconduct on previous flights and the carrier believes this can be repeated;
 - Passenger refuses to proceed to security check;
- In case carriage is refused for one or more of the above mentioned reasons or at the same time for one of these reasons reservation is cancelled, the passenger has no right to any refund

11 – Baggage

11.1 – Checked baggage allowance - The allowance of the checked baggage is 15 kilos and a maximum of 2 pieces, which dimensions (sum of length, height and width) has not to exceed 160 cm. Infant passenger does not have right to checked baggage. The free allowance for the recorded baggage is per passenger, personal, not cumulative and/or indivisible with that of other passengers; that is to say it cannot be shared with the passengers flying on the same flight in order to avoid the payment of the supplement if the baggage exceeds the free allowance. The carrier does not allow to carry as checked baggage those fragile, perishable items, money, jewels, silver and/or precious metals, securities, credit instruments, shares or others negotiable instruments of credit, commercial documents and/or office documents, pattern book, passports or others identity documents, computers or others electronic devices. The carrier has no responsibility for items not properly packed, perishable, damaged or fragile or for damages of minor importance to the surface of the baggage, such as scratches, spots or bruises derived from normal usage which is destined, or caused by contact with water or in case of non waterproof baggage

11.2 – Excess baggage – Passenger will have to pay 10 € per every kilo exceeding the 15 that are allowed. In case passenger wants to carry 3 or more pieces he will be charged of 20€ per piece. In case checked baggage exceed the dimensions of 160 cm passenger will be charged of 20€

11.3 – Sports equipment

11.3.1 - Carriage of certain sport equipment like golf equipment, bikes, wind surf boards and similar, is allowed as checked baggage with a surcharge of 25 € per flight and per item. Should the equipment exceed 15 kilos passenger will pay 10 € per exceeding kilo. Carriage of water ski, ski, kite surf, surf is free of charge if not exceeding 160 cm and baggage indemnity, otherwise a surcharge of 25 € per flight and per item will apply, plus 10 € per exceeding kilo. Carriage of diving equipment is permitted with a surcharge of 90 € per equipment. The carrier allows carriage of sports equipment only at passenger's risk, without assuming any responsibility for loss, damage or delay; for this reason Myair.com strongly recommends passenger to draw an insurance policy

11.3.2 - In order to check on board availability of the above mentioned equipments passenger is requested to contact the call centre in advance. Due to reduced availability, boarding of this kind of items (if not booked in advance) may not be guaranteed. We kindly recommend to all passengers to book and pay the correspondent surcharges through our call centre as soon as it is possible. Payment of the applicable surcharge can be made, at passenger's discretion, when it is booked through our call centre or when checking in on the outbound or return flight

11.4 – Pets carriage

11.4.1 - Carriage of animals - dogs; cats; singing birds; rabbits; hamsters; guinea pigs - is permitted only if weighing no more than 10 kilos, including cage - just one dog/cat per passenger - with the payment of a surcharge of 30 € per pet and flight. Only two pets per

flight are permitted. Carriage of animals in the hold is not permitted. Pets have to be carried in an appropriate passenger's own cage, which dimensions have not to exceed 115 cm (sum of length, height and width). For pet's wellness the cage has to be suitable for air transport (avoiding internal and external damages) the carrier won't be responsible for damages caused by an inappropriate cage. Only one pet per cage is allowed. The carrier reserves the right to refuse pet carriage if one or more of the above mentioned rules are not observed. The carrier is not responsible for any illness of the pet caused by air transport. The carrier permits pets carriage only if the passenger assumes the entire responsibility for it. Passenger has to hold certificates of the pet, as well as all the requirements and identity documents to enter the destination country. [More info](#)

11.4.2 - In order to check on board availability passengers will have to contact carrier's call centre before the departure of the flight. For this reason, due to reduced availability acceptance of a pet on board is not guaranteed (if not booked in advance). We kindly recommend to all passengers to book and pay the applicable surcharge contacting our call centre in advance. The payment of the surcharge can be done, at passenger's discretion, when it is booked through our call centre or when checking in for the outbound or return flight

11.5 – Hand baggage - Only one hand baggage per passenger is allowed on board (unchecked baggage) not exceeding 7 kilos and the dimensions of 115 cm (sum of length, height and width)

11.6 – Baggage identification tag – Passenger must put on his checked and unchecked baggage an identification tag with his name, surname and address. All baggage without an identification tag will not be accepted as checked baggage. Lack of identification tag can cause delays in baggage delivery and or impossibility to find it, if it is departed

11.7 - Lost and/or damaged checked baggage – The Montreal Convention signed in 1999 and the CE n. 2027/97 Regulation as last modified in CE 889/02 Regulation apply in the event of lost and/or damaged checked baggage. If the baggage is found at a second stage the Carrier will not be responsible for its delivery to the passenger's home address. Similarly all expenses arising from the subsequent expedition of the baggage to an airport of choice or the expedition via courier are at solely charge of the passenger

12 – Dangerous Items

12.1 Regulations concerning safety and unacceptable baggage -

For safety reasons, it is not allowed to include into passenger's baggage the dangerous items or articles listed below:

A - items which are likely to endanger or jeopardize the aircraft or persons or property on board the aircraft and namely: compressed, refrigerated, flammable, non-flammable and poisonous gases such as butane, oxygen, liquid nitrogen, and aqualung cylinders). Corrosive materials, such as acids, alkalis, mercury and wet cell batteries. Flammable liquids and solids such as lighters and fuel for the same. Explosives, ammunitions, belt caps, fireworks and flares, matches, thinners, paints and lighters. All kind of firearms, guns and rifles including replica items. Purses and suitcases with alarm devices. Oxidising materials such as bleaching powder and peroxides. Toxic substances as insecticides, weed-killers. Radioactive material and infectious materials containing viruses. Other dangerous articles such as magnetised materials, harmful, toxic, stinking or irritating materials

B - items and goods which do not constitute personal belongings and are not necessary in relation with the journey

C - liquid substances that don't respect the limitations and the formalities of transport as hand baggage such as the [new rules](#) in safety subject in the airports of the European Union

12.2 – Right to refuse carriage – The Carrier will refuse to board all baggage containing the prohibited items listed above and refuse the further carriage of any such carriage upon discovery

12.3 – Passengers carrying firearms – Passengers carrying firearms and ammunitions (PAX WAM) are strictly not allowed on board our flights with the sole exception of passengers belonging to the Italian Police corps, Carabinieri, Guardia di Finanza and customs officers. Passengers allowed on board wit firearms will always be pre-boarded

12.4 – Items and Articles allowed on board - The aforesaid prohibition does not apply to articles and items in reasonable quantity that might be necessary to the passenger in relation with his journey.

In the hand baggage liquid substances contained in containers with maximum capacity of 100 millilitres (1/10 of litre) or equivalent (es: 100 grams); the containers must be insert in a plastic transparent bag that can be closed again with maximum capacity of 100 millilitres (or with equal dimensions for instance 18 cm x 20 cm). It will be allowed the transport of one and only one plastic bag of the indicated dimensions for every passenger (inclusive infant); there can be transported out of the bag and are not subject to the volume, the medicines and the liquids prescribed for diet, for example the foods for children, for which there could be necessary to furnish proof of the real necessity and authenticity of such articles to the authority. Liquid substances are:

- Water and other drinks, soups and syrups
- Creams, lotions and oils
- Perfumes
- Sprays
- Gel, included those for the hair and the shower
- Containers under pressure, included shave foams, other foams and deodorants
- Substances in paste, included the toothpaste
- Mixtures of liquids and solid
- Mascara
- Every other product of analogous consistence
- Personal smoking material when carried on passenger's person. The carriage of lighter fuel, refills and lighters containing unabsorbed liquid is still strictly forbidden
- Pacemakers containing radioactive material such as plutonium batteries
- Small carbon dioxide gas cylinders worn by passengers including spare cylinders necessary for the journey
- Catalytic hair curlers containing hydrocarbon gas, in the checked baggage only. Safety cover must be fitted over the heating element. Gas refills are not allowed
- With the Carrier's approval small gaseous oxygen and cylinders required for medical reasons

12.5 - Electronic Devices – The use of electronic devices onboard the aircrafts is strictly prohibited. For further information please ask a member of the cabin crew

13 – Applicable Rules and Important Notice

13.1 – Applicable Rules

13.1.1 – Air Transportation within Italy – Air transportation within Italy is regulated by:

- the Italian Navigation Code
- the CE n. 2027/97 Regulation as last modified in CE 889/02 Regulation and by the liability exclusions and limitations of the carrier as stated in the same
- the CE nr. 2111 / 2005 Regulation
- the CE 1546/2006 of 04/10/06 Regulation
- the General Conditions of the carrier for national transport of passengers and baggage and respective regulations. The aforesaid General Conditions are effective part of the present

contract; the General Conditions are on www.myair.com website and may be viewed upon request at all carrier's offices

13.1.2 – International Air transport – The international air transport whose destination or stopover is in country different from the one of departure is subject to regulations and liability exclusions and limitations in accordance to CE n. 2027/97 Regulation as last modified in CE 889/02, the CE nr. 2111 / 2005 Regulation, the CE 1546/2006 of 04/10/06 Regulation and, for what is missing and governed by the Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air (1929) and subsequent amendments

13.2 – Important Notices

13.2.1 - Liability exclusions and limitations of the carrier also applies to its agents, employees, representatives and body corporate whose aircrafts are used by the carrier for carriage, as well as to agents, employees and representatives of body corporate themselves. No carrier's agent, employee or representative has the authority to change or erase any provision of the present General Conditions of Carriage

13.2.2 - A carrier issuing an air ticket for carriage onboard another carrier's aircraft is only acting as a representative of the latter

13.2.3 - Checked baggage will be delivered to the bearer of baggage identification tag

13.2.4 - Complaints related to registered baggage, on both national and international flights, must be submitted to the Carrier forthwith after delivery, or at the time the baggage should have been delivered by using the appropriate form (PIR- Property Irregular Reports), available at all airports. In case of damage the complaint must be submitted to the Carrier forthwith after discovering the damage or, at the latest, within seven days from the date of receipt. In case of delayed baggage delivery the complaint must be submitted within 21 days from the date of the baggage delivery. Similarly, complaints for lost baggage must be submitted forthwith after the disembarking. All complaints must be made in writing and submitted to the Carrier within the aforesaid deadlines. Please be aware that acceptance of the Checked Baggage by the bearer of the Identification Baggage Tag without complaint and completion of a Property Irregularity Report will be considered evidence that the baggage has been delivered in good condition and in accordance to the contract of carriage. The passenger will therefore lose any right of action. We kindly remind you that suitcases and similar containers serve to the purpose of safely carry your goods and therefore should be resistant to scratches and pressure

13.2.5 - The carrier's name may be abbreviated on the ticket. Full name and abbreviation are displayed on the carrier's pricelist, regulations or timetables

13.2.6 - Any stopover is indicated on the ticket or on the timetable

13.2.7 - Carriage with different Airlines and carriers is to be considered as a single operation

13.2.8 - Tickets are valid for one year from the date of purchase

13.2.9 - The carrier retains the right to refuse transportation to any person who bought the ticket in violation of the applicable laws and/or conditions and fares

13.2.10 - Some special fares are subject to conditions that could imply restrictions or forbid booking changes

14 - Air carrier liability for passengers and their baggage

According to (CE) n.2027/97 Regulation as last modified in CE 889/02 Regulation the liability of European Community air carriers in case of death, personal injury or wounds of the passenger, occurred on board the aircraft or during boarding or disembarking, is not subject to financial limits. The carrier cannot exclude or limit its liability for damages up to the equivalent in ECU to 100.000 SPD, giving evidence that all necessary and possible measures were taken to avoid the damage. In case of damages exceeding 100.000 SPD, the carrier will be exonerated if it can supply such evidence. The carrier is not responsible for

damages due to the passenger's negligence. The carrier will make prompt advance payment (within 15 days) to the person entitled, if required to meet immediate economic needs, in proportion to the hardship suffered and, in case of death, no less than the equivalent in ECU to 16.000 per passenger. The Carrier. insurance coverage for civil liability is in accordance with the Regulation. In case of carriage delay of checked baggage or passengers the carrier is responsible for the damage, unless any preventive measure was taken to avoid it or it was impossible to take such measures. Damage liability for delay in passengers carriage is limited to 4150 DSP. Damage liability for delay in baggage carriage is limited to 1000 DSP. In case of baggage loss or damage, the carrier is responsible for up to 1000 DSP, unless a special declaration of passenger's actual interest is given in delivery at destination, for which a supplementary sum will be asked. In any case of checked baggage damage (loss or delay), acceptance of the Checked Baggage by the bearer of the Identification Baggage Tag without complaint and completion of a Property Irregularity Report will be considered as evidence that the baggage has been delivered in good condition and in accordance to the contract of carriage. In case of damaged checked baggage, every complaint must be made in writing within seven days and, in case of delay, within 21 days from the date on which the baggage has been placed at the passenger disposal. Failure to do so the baggage will be considered as delivered in good condition, on time and in accordance with the contract of carriage. The passenger will therefore lose any right of action

15 – Legal actions and jurisdiction - In the passenger and luggage transportation, any compensation action for damages caused in any way on the grounds of the transportation contract will be performed under the conditions and within the responsibility limits stipulated by the Convention from Montreal, referred to in the EC Regulations no. 889/02 and taken over by these conditions, provided that the persons authorised to act have been identified and their corresponding rights have been verified. The damage compensation action is obligatorily promoted, upon the discretion of the person filing the action, before:

- 1) The Court of Law from the Carrier's residence; or
- 2) The Court of Law from the head-office of its activity or
- 3) The Court of Law from the place where it performs an activity which generated the need to conclude the contract, or
- 4) The Court of Law from the place of destination.

In case of a damage resulting from the passenger's dying or being injured, the compensation action can be promoted before one of the courts of law mentioned in the previous paragraph, or

- 5) on the territory of the State from the European Union or, in any way, part of the Convention from Montreal, where, at the time of the accident, the passenger's main and permanent residence is situated and from which or towards which the Carrier performs the passenger air transportation service, either with its own airships, or with airships from another carrier's property by virtue of a commercial agreement, and where the Carrier performs its own passenger air transportation activity in rented buildings or buildings from the property of the same Carrier or another Carrier with which it has concluded a commercial agreement.

Regarding the above mentioned facts:

- a) "Commercial agreement" indicates an agreement, different from the agency agreement, concluded between the carriers and regarding the provision of common services for passenger air transportation;
- b) "Main and permanent residence" indicates the place where, at the time of the accident, the passenger's fixed and permanent residence is situated. The passenger's nationality does not represent the decisive element for this purpose.

16 – Website fruition – Copyright – Software – links to other websites

16.1 Acceptable Use – This website is meant for personal use only. By accessing the site users agree to comply to the website Terms and Conditions of use. Without the Carrier prior written permission, you may not copy, modify, alter, publish, broadcast, distribute, sell or transfer any material on this website for commercial purposes

16.2 - Copyright - All contents and data of this website, including the logo, images, texts, graphs, audio files and software are the sole property of Myair.com s.r.l. and are protected by the copyright laws

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17 – Protection of Personal Data

17.1 - The Carrier makes every effort to protect passengers' personal data. All of your personal information is kept safe as it travels over the Internet. The Carrier security policy is totally in compliance to the current regulations on the matter of protection of persona data processed over the internet. Through bookings and booking confirmations the Carrier collects the passengers' data necessary to respect its contract obligations towards passengers. These data will therefore be used for aforesaid purposes only. Failure to provide the necessary personal data may prevent the Carrier from respecting its contract obligations. Personal data may be released to other entities and designated representative in order to ensure and respect the present contract of carriage. The data will be used for the aforesaid purposes only. With regard to all the personal data provided, the passenger, shall have the right, pursuant to Art.7 of Legislative Decree 196/2003:

- to obtain from the carrier 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. Where it is not confirmed that personal data concerning the passenger exist, further to a request, the passenger may be charged for a fee which shall not be in excess of the costs actually incurred for the inquiries actually made in the specific case;
- to ask the carrier for confirmation of the existence or not of personal data relating to him/her. Where it is not confirmed that personal data concerning the passenger exist, further to a request, the passenger may be charged for a fee which shall not be in excess of the costs actually incurred for the inquiries actually made in the specific case;
- to obtain indication of: the source of such personal data, the purposes and manner of their use, the logic applied to processing if the latter is carried out with the aid of electronic means; the identification details of the data controller, processors and designated representatives as well as the entities or categories of entities to whom the personal data may be communicated or who may get to know such data in their capacity as the designated representative(s) in the State's territory, data processor(s) or person(s) in charge of the processing;
- to obtain the updating, rectification or, where interested therein, completion of the data; the erasure, transformation into an anonymous form or blocking of any data processed unlawfully, including those data whose retention is unnecessary for the purposes for which they were collected or subsequently processed; the certification that the aforesaid operations have been notified, as also related to their contents, to the entities to whom or which the data were communicated or released, unless this requirement proves impossible or involves a manifestly disproportionate effort compared to the right that is to be protected;
- to object in whole or in part, on legitimate ground, to the processing of the personal data concerning him/her even if relevant to the purpose of the collection; to the processing of

personal data concerning him/her, for the purpose of sending advertising material, or for direct selling or else for the performance of market research or commercial communication surveys. When disclosing their data the passengers have the right be informed of the possibility of exercising this right for free.

Cancellation of personal data is subject to the submission of a written request by fax, email or ordinary mail at the carrier's headquarters

17.2 - Mr. Edgardo Badiali – Torri di Quartesolo (VI), via Brescia 31, Italy, is the responsible person for collection and treatment of personal data