

GOL Airline's Debit Memo Policy

From July 2016, GOL Linhas Aéreas Inteligentes follows below guidelines for ADMs issuance.

The ADM serves to notify an Agent that unless there is some justification to the contrary, the Agent owes GOL the amount shown on the ADM for the reasons indicated.

- GOL's ADM policy follows IATA Resolutions 830a, 850m and 890 for chargeback. ADMS may be issued during the following nine months after the last travel date, except chargeback memos that can be raised in the following 12 months.
- A GOL Linhas Aéreas Inteligentes reserves its rights to collect administration fees according to its policy described herein. The administration fee for Ticketing ADMs is USD 15.00 (fifteen American Dollars); for Booking ADMS, please see the table at the corresponding item below.
- ADMs are not commissionable.
- ADMs will be handled according to the market commercial capabilities, mostly via BSP Link, but not limited to this channel.
- ADMs disputes will be handled as follows:
 - Agents' reviews or disputes must be made via BSP Link or ARC Memo Manager, or any other channel used by GOL for the ADM raise.
 - All deadlines regarding the ADMs issuance and dispute shall follow IATA Resolution 850m.
 - Disputes shall be specific in their detail for the accurate charge review. Disputes that were already denied via BSP/ARC and are re-opened via PRB are subject to an administration fee of USD 15.00 (fifteen American Dollars).
 - For ARC agencies: GOL uses ARC Memo Manager to electronically issue all agency debit memos for U.S. and Canada travel agencies. This system allows agents to review, correspond and pay memos online. GOL does not agree with partial payments. If an agency adds a partial payment, a USD 50.00 (fifty American Dollars) fee will be added to the remaining amount at each partial payment actioned. GOL would like to enforce that Memo Manager should be the sole system where all agencies shall manage its memos, IAR shall not be used. A USD 15.00 (fifteen American Dollars) memo fee will be applied to the agency for each memo manually issued in its IAR report.
- Individual and Groups bookings/issuances are entitled to ADM issuances.

ADM Policy – Ticketing Audit Scope – Including But Not Limited To

- 1. Any contractual breach between GOL Linhas Aéreas Inteligentes and the sales agent.
- 2. Issuance/reissuance/revalidation of documents not following the reservation policies or fare rules, such as:
- a. entering incomplete or incorrect reservation entries, such as reservation booking designators that do not correspond to the fare paid or reservation requests on a ticket, thereby allowing travel at less than the applicable fare:
- b. inaccurately completing or omitting to complete the 'not valid before' and/or 'not valid after' boxes on a ticket contrary to the conditions governing the fare applied, thereby allowing travel at less than the applicable fare;
- c. undercharge of taxes, fees, tariffs and fares;

- d. issuing a single ticket for more than one passenger;
- e. changing or omitting the name of the passenger;
- f. changing the "Form of Payment" or failing to carry this forward to the new ticket;
- g. changing the currency of payment or failing to carry this forward to the new ticket,
- h. failing to carry forward all restrictions to the new ticket;
- i. failing to complete correctly the "Issued in Exchange For" entries and/or the "Original Issue" entries, and/or failing to carry these forwards to the new ticket;
- j. failing to ensure that when conjunction tickets, the conjunction ticket numbers are shown on all conjunction tickets;
- k. changing the point of origin;
- I. issuing/selling a ticket with a fictitious point of origin or destination in order to undercut the applicable fare (cross border selling);
- m. failing to observe the applicable rules for designating transportation on interline partner services. If the ticket contains flight segment(s) on any airlines other than G3, then a valid interline agreement between G3 and such transporting parties must exist. In addition, any ticket validated on G3 plate must contain at least one G3 flight segment. A listing of G3's interline partners is available via GDS system
- n. cancelling or amending a customer booking and/or Electronic Ticket without the express permission of that customer, deliberately making duplicate reservations for the same customer;
- o. making reservation transactions without the specific request of a customer;
- p. making an amendment to a booking that has previously been issued as an e-ticket without either revalidating or reissuing, as applicable, the original ticket to reflect the new itinerary;
- q. voiding/refunding tickets without cancelling corresponding reservations or immediately issuing a new valid document;
- r. failing to split PNRs in cases where not all passengers included in the PNR are ticketed;
- s. failing to observe the prescribed minimum connecting times;
- t. failing to observe negotiated values,
- u. failing to observe the number or minimum of passengers negotiated for groups.
- 3. GOL Linhas Aéreas Inteligentes may notify the agencies via ADMs for irregular or incorrect bookings and/or issuances situations not limited to fare rules, booking policies, issuance, reissuance, validation, revalidation, taxes, entering incomplete or incorrect information for mandatory issuance fields such as taxes/fees and validity, sales reporting and refund violations.
- 4. ADMs issued for policy violations regarding mandatory fields, commissions, taxes, and fees will be charged considering the due amounts and fare rules at the issuance date.
- 5. Fare rules violation ADM amounts may equal up to the difference between the fare ticketed and the most unrestrictive published full fare for the transportation provided. Any applicable penalty fees shall apply in addition to the fare difference.
- 6. Invalid use of G3 Carrier Identification Plate (CIP): G3 CIP used when G3 is not the owner carrier of ticketed fares in the itinerary. An ADM will be raised for the fare difference between ticketed fare and the most unrestrictive published full fare on such origin/destination.
- 7. Issuing tickets with incorrect or invalid form of payment according to airline contract even if it passes validation through some channel.
- 8. Documents issued and not reported.
- 9. Inaccurate appliance of commissions.
- 10.Inaccurate appliance of commercial agreements.
- 11.Irregular refunds:

G3 documents (127) must be refunded through the original issuing agent and in accordance with refund rules of the respective fare. Any invalid calculation which may lead to incorrect refundable amount, taxes, surcharges and/or penalties will result in debit memo (ADM) corresponding to the amount owed. For any of the violations specified below, agent will be debited with the full amount refunded:

- Refund of expired ticket or nonrefundable ticket.
- Refund of ticket already used (flown) or refunded.
- Refund processed in disagreement with the ticketed fare refund rules.

G3 will levy an administration charge, equal to twenty percent (20%) of the amount, on the travel agency for violation or disregard of the refund rules and conditions, including but not limited to:

- Incorrectly calculating the refundable amount, whether for fares, taxes, fuel surcharges, insurance, or any other (refundable) charge applicable to the ticket;
- Incorrectly applying the amount of the penalty fees applicable to refund, no-show, etc;
- Refunding an expired ticket or a non-refundable ticket;
- Refunding a used (flown) coupon;
- Processing a refund with a different form of payment;
- Any erroneous application of the refund rules.

When refunding a partially used refundable ticket, the refund should be calculated according to the amount actually paid less the amount actually used, less any penalty fee.

12. Credit Card rejections (chargeback).

ADM Policy – Booking Violations

All bookings on GOL must comply with GOL's Contract of Carriage, and with all applicable fare rules. GOL's Booking Policy guidelines are designed to set clear expectations for subscribers concerning the use of a GDS or any other sales channel provided by GOL for reserving, booking and ticketing GOL air transportation.

GOL will continue to provide information to our Agency Partners to ensure that all GOL's sales channels users take a consistent approach when using GDS and/or GOL's sales services to reserve space and issue tickets for GOL customers. Booking and sales practices that are considered a violation of GOL's policies will be addressed appropriately.

To prevent such violations, please review the below definitions that encompasses booking rules and abusive type ticketing practices.

BOOKING VIOLATIONS - DEFINITIONS

Effective **July 15, 2016**, GOL will audit all GOL's sales channels User transactions to identify Booking Policy violations. When a violation is identified, GOL will charge the GOL's sales channels User a segment fee depending on the nature of the violation plus an administrative fee per debit memo. In addition, GOL reserves the right to restrict an agency's authority to book GOL inventory and/or issue GOL travel documents. Ticketing agencies may be held responsible for booking violations made by agents, employees, sub-agents, or outside agents working through the ticketing agency. GOL bookings include all bookings utilizing the "G3" or "G3*"designator codes.

This Booking Policy applies to GDS bookings and also to bookings created via any sales channel provided by GOL, regardless if there are existent issued tickets for the itinerary.

Effective Date

These policies and procedures apply to all GOL bookings made on or after July 15th, 2016, including.

Audit Scope - including, but not limited to:

Administrative Fees for Debit Memo (ADM)

GOL will each assess a USD 15 (fifteen American Dollars) administrative fee for each debit memo issued.

Booking Violation Penalty Fees

Applicable values for ADMs issuance from January of 2024.

Audited Violations	Fees
Administrative Fees for Debit Memos Issued (ADM)	USD 15,00
Inactive Segments	USD 30,00 per passenger, per segment
Passive Segments	USD 15,00 per passenger, per segment
Duplicate Segments	USD 25,00 per segment, per booking
Fraudulent, Fictitious or Speculative Bookings	USD 50,00 per passenger, per segment
Missing Secure Flight Passenger Data	USD 55,00 per name, per booking
Inventory Circumvention	USD 250 per booked segment for unticketed booking, or USD 550 per passenger, per OD passenger for ticketed PNRs.
Churning	USD 35,00 per passenger, per segment

USD – American Dollars

• Cancelling Reservations

Segments must be canceled and inventory released immediately when a ticket has not been purchased in accordance with the fare rule, or when notified by a customer that travel is no longer needed, whichever comes first.

• TSA Secure Flight Passenger Data – Industry Mandate (flights to the United States Only)

Secure Flight Passenger Data is required for each passenger and segment when travelling to the US. PNRs without complete SFPD may be subject to cancellation shortly before the 72-hour TSA deadline for providing this information.

Churning

Effective from Mar 1st, 2018: Churning refers to any repeated booking or canceling of the same itinerary in the same class or different classes of service across one or more passengers, in the same or different PNRs or GOL's sales channels including, without limitation, to circumvent or extend ticketing time limits, hold inventory or to meet GDS productivity requirements. The fourth rebooking meeting the conditions described here will be

considered as churning. In case there is more than one IATA handling the reservation, ADM will be generated for IATA that committed the infraction.

Dual Automation

A GDS subscriber that uses more than one GDS in its business must book and ticket a specific passenger itinerary within the same GDS.

A GDS subscriber that uses a GOL direct channel, not limited to GOL website and Direct connections (API, BWS), will be charged with the difference of the payment made and the "Y" full fare available at the payment date.

• Duplicate Bookings

All duplicate bookings generated by a single GOL's sales channels subscriber is prohibited, including:

- Multiple itineraries for any number of passengers with the same passenger's name, whether identical itineraries or not
- Reserving one or more seats on the same flight or different flights for the same time frame, regardless of the class of service or format used to make the reservations.
- Creating a reservation where it is logically impossible to be used on each segment created across one or more PNRs or GOL's sales channel.

In order to ensure the most accurate availability is accessible to all of our customers, effective July 2016, GOL will cancel all duplicate bookings as soon as they are identified; the inventory in these bookings will be returned to availability.

• Smiles – Number Required to Prevent Cancelation

GOL recognizes there are situations where two passengers with the same name could be traveling on the same itinerary (i.e. father/son with same name) in a different reservation. Even if the reservations are ticketed, please ensure that both passengers are enrolled in Smiles and enter each passenger's respective Smiles number in the PNR to prevent cancellation.

• Fraudulent/Fictitious or Speculative Bookings

Fraudulent, fictitious, or speculative bookings are forbidden. These are defined as reservations where a booking is entered into a GOL's sales channel regardless of input codes, using fictional or fabricated names, with no intent for travel and is not directly related to a request from a passenger to purchase a ticket.

Additionally, creating such PNRs to hold or block reservations due to expected demand, customer indecision, or for any reason including, without limitation, to circumvent any of GOL's fare rules or policies are not permitted.

Group Bookings

An acceptable group booking may include segments entered passively into a GDS. These passive segments must match segments already existing in GOL's Reservation System. Passive segments may only be entered at the time, and for the purpose, of ticket issuance. Any other uses of group bookings are going to be considered invalid and speculative.

Inactive Segments

All inactive segments must be removed from the GDS PNR at least 24 hours before departure. Inactive segments include those with the status codes of HX, NO, UN, UC, GK, PK, MK or WK. Inactive segments that are not cancelled 24 hours prior to departure are subject to Cost Recovery Fee charges from GOL. The ADM will be issued on the booking generator IATA, regardless of whether another IATA has made changes to the booking afterwards.

Passive Segments

Some types of passive segments are not acceptable by GOL and will me immediately canceled.

An acceptable passive segment is a segment entered into a GDS for the purpose of ticketing. It must match an existing booking.

All other passive segment uses will be audited by GOL (including uses to fulfill administrative functions, to satisfy GDS productive requirements, etc.), and, if abusive utilization of passive segments is verified, a compensatory fee will be applied.

Inventory Circumvention

GOL manages inventory on an origin and destination (O&D) basis. Inventory that is available on a particular segment for one O&D may not be available for other O&Ds including the same segment. GOL's booking policy prohibits the creation of reservations with the intent to circumvent inventory management controls (e.g., married segment logic or journey controls) and/or to obtain inventory for ticket sales which GOL does not intend to offer for the passenger's actual O&D itinerary. Agents engaging in circumvention of GOL inventory controls will be held accountable for these violations.

• Secure Flight Passenger Data Required

The TSA Secure Flight Program requires Travel Agents to enter the passenger's legal name, date of birth and gender and allows for an optional redress number against government watch lists for domestic and international flights. PNRs without complete Secure Flight Passenger information may be subject to cancellation, tickets inhibited, and the potential for booking violation fees.

Test or Training PNRs

The training mode or non-billable segment status codes provided by the GDS must be used when testing situations or training personnel. Creating PNRs for training purposes using active sell segment status codes is prohibited and is subject to penalty fees.

Waiting List

GOL does not accept waiting list requests. All requests are going to be denied. Passive segments inserted as waiting list are going to be charged.

Settlement

GOL reserves the right to use IATA BSP Link or ARC Memo Manager as the debit memo process to recoup fees associated with booking policy violations via Agency Debit Memo (ADM). The ADM will provide detail supporting the issuance of the ADM and the basis for GOL's claim. The ADM will provide contact information to channel inquiries.

The accuracy and completeness of booking is the responsibility of the travel agent. Airlines have the right to audit and send ADM's for all transactions. GOL's policy for audit and memo issuance will be handled per IATA Resolution 850m. Recalling that IATA is not a "force of law", it only regulates the transactions. What should be considered is that it is a business relationship; these terms were agreed upon by the agency and the airline upon joining BSPLink. As long as trade policy is published, the agent has to stick to it, not resolutions.

Dispute Process

GOL complies with Industry Best Practices, accepting valid, timely disputes for ADMs. Disputes must comply with local reporting requirements and include valid dispute reasoning and supporting documentation. ADM disputes can be submitted via:

- BSPLink Link: https://www.bsplink.iata.org
- ARC Memo Manager Link: https://myarc.arccorp.com/PortalApp/PreLogin.portal
- All ADM issuance procedures are also published at GOL's website: https://www.voegol.com.br/en/travel-agencies

Disputes should be conducted in English language.

In the United States Memo Manager is the only channel in which G3 will accept disputes after an ADM has been uploaded. Please consider the following points:

- In case you may need an explanation on our response to your dispute, you can reach our Sales Support team for assistance. However, if you want to respond, please do it directly through Memo Manager;

- GOL account manager will no longer handle or intervene with ADM disputes;
- The agency will have up to 2 dispute interactions in Memo Manager;
- The agency must always include a full and clear explanation, attaching all relevant documentation. (Example: copy of waiver code, copy email with tour code, copy of commission contract, flight affected by schedule change, etc);
- ADM originated by not meeting policies, mandatory fields, commission levels, taxes, and penalties, should be issued in the equivalent amount not collected at the time of ticket issuance;
- ADM will be uploaded into BSP Link, ARC's Memo Manager or communicated by e-mail, according to the tools available in each market.

When disputing an ADM the following requirements must be taken into consideration:

Disputes and appeals will be conducted via the tools available to the company in each market, BSP LINK (where available) or Memo Manager and email or any other available way.

Timing associated with issuance and disputes of ADMs are indicated in IATA resolutions mentioned above. GOL accepts to review a paid ADM if the request is done within 60 days of issuance. Outside of the 60 days no reviews will be accepted.

Disputes must be addressed and submitted with detailed information including supporting documentation.

GOL reserves the right to inhibit booking and/or ticketing ability in case of unpaid ADMs.

For the United States the timeline of this process will be:

Day 1: Issuance of ADM in ARC (Memo Manager);

Day 21: Due date for agency to dispute the ADM. If not disputed, GOL assumes that the agency accepts the charge and has until Day 89 to submit the payment;

Day 42: Due date for GOL to respond to any disputes via Memo Manager. If no response is received, the agency's dispute has been accepted by GOL;

Day 63: In case GOL rejected the dispute, the agency has a 2nd and last chance to dispute. If no is received, GOL will assume that the agency accepts the charge;

Day 84: Deadline for GOL to respond to the 2nd dispute. If no response is received, the agency's dispute has been accepted by GOL;

Day 90: ADM payment and removal deadline. If GOL has not received the payment, the agency will lose the ability to issue G3 tickets until such debt is cancelled. GOL will remove ADM from Memo Manager using the option (closed by carrier) and agency must paid the outstanding balance via IAR (ARC) including as reference the ADM number.

ADM Minimum Amount

GOL reserves the right to raise an ADM without limitation of minimum value.

Administrative Fees

GOL reserves the right to apply Administrative Fees for specific transactions and scenarios.

Payment Terms

ADMs are due upon Receipt. Unresolved debit memos are subject to the following:

- Placement with outside collection agency
- Interruption of booking and ticketing ability
- Termination of GOL appointment

Note: Payment of ADM constitutes final resolution. If, in error, a debit memo is paid twice, a credit memo will be issued less the applicable processing fee.

Subscriber Acceptance

Each GOL's sales channels User's acceptance of and agreement to these new terms and conditions is a condition of such GOL's sales channels User's continued appointment as a GOL travel agent and/or GOL's consent to permit such GOL's sales channels User to make GOL bookings through the GDS or any sales channel provided by GOL, as the case may be.

The continued booking of GOL air transportation services and products will be deemed to constitute each GOL's sales channels User's acceptance of and agreement to these new terms and conditions, and each GOL's sales channels User's first GOL booking on or after **July 15th, 2016**, shall constitute such acceptance and agreement.

GOL reserves the right to modify or amend any of the terms and conditions set forth herein at any time upon notice from GOL.

Last revision of ADMs policy: 27/11/2023, will be effective in January 01st of 2024.