



# Passenger Air Transportation Agreement

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## General conditions

The provisions of this agreement ("Agreement") are subject to the Brazilian Civil Code (Law No. 10.406, dated January 10, 2002, as amended), the Brazilian Aeronautical Code ("CBA") (Law No. 7.565, dated December 19, 1986), the 1999 Montreal Convention (in the case of international transportation), Law No. 8.078/90 - Consumer Protection Act, as amended, and other applicable regulatory requirements, and govern the service provision of air transportation of passengers by GOL LINHAS AÉREAS S.A., a company with taxpayer identification number CNPJ/MF 07.575.651/0001-59, headquartered at Praça Senador Salgado Filho, s/nº, Aeroporto Santos Dumont, Térreo, Área Pública, entre os eixos 46-48/O-P, Sala de Gerência – Back Office, Postal Code [CEP] 20021-340, City and State of Rio de Janeiro, hereinafter referred ("GOL").



[See the Mexican air transportation contract here.](#)

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## Definitions

1. The flight ticket (itinerary receipt), whether in paper or electronically issued ("Ticket"), and the luggage claim stub ("Stub"), are also covered by this Agreement ("Agreement").
2. The terms "Passenger" and "Passengers" refer to the users of the air transportation services, subject of this Agreement.
3. The term "ANAC Label" refers to the information on the Ticket relating to the specifications of useful space existing between the backs of the aircrafts, as well as the width of the seat, under the terms



of the Resolution 135 of March, 9th, 2010 of the National Civil Aviation Agency of Brazil ("ANAC"), or any other law enacted to replace it.

4. The term "GOL Sales Channels" refers to the following ticket sales channels:

- (I) Internet, at [www.voegol.com.br](http://www.voegol.com.br);
- (II) Customer Service Center, at 0800 704 0465;
- (III) Sales Center, at 0300-115 2121;
- (IV) mobile app and
- (V) any GOL Store.

5. The purchase of a Ticket implies in expressed agreement by the Passenger to the terms of this Agreement and specific fares regulations applicable to the Ticket.

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## Clauses

### 1. PASSENGER OBLIGATIONS

1.1. Boarding. Passengers must check-in at least sixty (60) minutes before the scheduled boarding time on the Ticket for domestic flights; one hundred and twenty (120) minutes before the scheduled boarding time on the Ticket for international flights; and one hundred and eighty (180) minutes before the boarding time for flights destined to the United States.

1.2. Compliance with Crew Members Instructions. After the boarding, the passenger must follow any specific directions given in writing, verbally or in any other form by the flight crew. It is hereby understood that the captain, crewmember responsible for the operation and safety of the aircraft, is authorized to:

I) prevent the boarding of any Passenger who: a) is under the influence of alcohol or narcotics or substance that determines dependence or psychic alteration; b) is not properly attired or not wearing proper footwear;

II) order the deplaning, in the first stopover, at his/her discretion, of any Passenger who: a) fits in one of the situations specified above; (b) is a nuisance to other passengers during the flight, harassing the other passengers; (c) refuses to follow the



instructions given by the aircrew; (d) compromises the good order and discipline aboard the aircraft; or (e) endangers the safety of the aircraft;

III) warn and/or take the other necessary measures to the protection of the aircraft and people and luggage aboard.

1.3. Other Duties. In addition to the abovementioned requirements, the Passenger must also:

I) when applicable and in accordance with the legislation in force, submit to GOL seventy-two (72) hours prior to boarding, the Medical Information Form ("MEDIF") duly signed and filled out by the Passenger's physician;

II) bear all the documents and comply with all the conditions necessary for boarding and deplaning, including rules for obtaining visas, permits and vaccinations, and any other that may be required or applied;

III) comply with the documentation rules for boarding and deplaning regarding unaccompanied minors and passengers with special needs;

IV) refrain from any actions that causes any kind of risk, nuisance, discomfort or harm to the other passengers or aircrew members;

V) not smoke on board, including electronic cigarettes and similar;

VI) not carry dangerous items in his/her luggage or in any other manner, as determined by the applicable legislation;

VII) not store carry-on luggage in a passengerways or in areas that may hinder access to emergency exits or their use;

VIII) not carry luggage which is not his/her property or the contents of which he/she does not know;

IX) keep all his/her luggage, duly identified, under his/her guard and vigilance while in the passenger terminal;

X) bear the expenses of land transportation and accommodation in the stop-overs and/or connecting flights;

XI) use the route as purchased, subject to the order of the flights and the conditions specified in the fare rules. The combination of fares and segments in a same reservation forms a single itinerary, which is now considered in its entirety for the purposes of changes, cancellation and refunds.



XII) submit him/herself to the civil aviation security inspection carried out by the airport operator, under penalty of having his/her access to the boarding restricted area, as well as his/her boarding, denied.

XIII) for the purpose of possible confirmation of the regularity of purchases made by credit cards and/or the security of the data of the passengers and purchasers of the air tickets: (i) carry with him/her, at check-in, the credit card used for the purchase; (ii) in the case of purchases made by credit cards of parents or guardians, present documentation that proves parentage, guardianship or family tie and; (iii) in case of purchases made by third parties, in which the credit card holder is not present, the passenger must inform a telephone number (preferably fixed) so that contact can be made with the credit card holder at check-in; (iv) in case of purchases made by third parties in which the credit card holder is present at check-in, the same must present a document containing the taxpayer identification number CPF number and photo, as well as the credit card used at the time of the purchase in person.

1.4 Fire weapons as checked baggage or passenger boarding carrying a fire weapon. Any passenger carrying a fire weapon who is authorized to do so and who intends to travel on a domestic flight, in case of check of the firearm, must present him/herself at least 02 hours before the regular check-in time, according to the clause 1.1, at GOL's service counter at the airport of origin, and in case of being armed at boarding, the passenger must present him/herself, at least 40 minutes before the regular check-in time, according to the clause 1.1. In addition, the passenger shall provide a relevant documentation in accordance with the legislation in force for the performance of the safety procedures. The public safety agency at the airport shall be responsible for verifying, authorizing and releasing the passenger for boarding, or authorizing the fire weapon be transported as checked baggage. Sporting weapons must be checked and stored in an appropriate location, in the aircraft's hold.

1.4.1 The transportation of firearms on an international flight is forbidden, except if so provided in treaties, conventions and agreements between the Brazilian Government and the country of destination of the flight. The passenger may ship the weapon as checked luggage in an international flight with the authorization of the Army Command.



1.4.2. Any type of alcoholic beverage is forbidden on board the aircraft, except if GOL has served the beverage.

## 2. RESERVATION AND TICKET

2.1 Transfer. The Ticket is personal and non-transferable, destined exclusively for the transportation of the passenger identified on it. Please also note that, it will not be endorsable and will be subject to the rules of the fare at which it was purchased, as provided by GOL.

2.2. Passenger data filling on the reservation. The Passenger or his/her agents or representatives must correctly fill out the when making a reservation, as required.

2.2.1. The correction of any errors in the filling in of name, surname or "agnome" of the Passenger may be requested by the Passenger through the Customer Service Center, Check-in Desk or GOL Stores, upon presentation of supporting document, before his/her boarding, respecting the deadlines for closing of check-in.

2.2.2. It is hereby understood that, for the purpose of Passenger data filling at the time of the reservation, the terms "Son", "Nephew", "Grandson" and similar terms, must appear in the appropriate field and must be, necessarily, preceded by a family surname.

2.2.3. Costs may be incurred to correct the passenger's name, surname or "agnome" in the case of international flights operated by partner airlines.

2.3. Booking confirmation. The reservation will only be considered confirmed after the payment is made, and GOL reserves the right to suspend the confirmation of the ticket for purposes of confirming the regularity of purchases made through credit cards.

2.4. Flight Changes. In the event that the passenger requests changes in the itinerary or original time of the trip, and there are conditions to do so, it will be reasonable to adjust the fare and pay the applicable amount for changes, according to the applicable fare rule, at GOL's discretion.



2.5. Flight cancellations. Except in the cases of a no-show declaration, the Passenger may cancel the flights of the already confirmed reservation until the scheduled flight departure time, upon payment of the applicable fee, in accordance with the fare regulations of the Ticket purchased. The request for cancellation of the ticket will not automatically imply in refund of the remaining credit, and a specific request for reimbursement must occur if the fare rule allows it.

2.6. Ticket Credit Validity Term. The credit relative to the Ticket purchased and not used shall be valid for one (01) year from the date of its payment.

2.7. It is important to note that the purchase of a new Ticket with the above mentioned credit within the validity period of the referred credit must obey the value of the fares in force at the time of the new reservation, being the Passenger obliged to proceed with the complementation of the value necessary for the hiring of the transportation service, if necessary, with effect the fare and reimbursement policy of the new ticket according to the conditions of the new Agreement of Transportation and the applicable legislation.

Sole Paragraph - The issuance of new Tickets with the use of the above-mentioned credit may be made in any of the GOL Sales Channels.



### 3. NO-SHOW

3.1 If the Passenger is a no-show, the referred amount for the breach of this Agreement will be deducted from the total amount of the reservation, and the reservation for subsequent segments will be automatically cancelled. The residual value, corresponding to the total value of the reservation less the value referring to the breach of the Agreement, will remain as credit, until the request for refund or redial within one (01) year, from the date of payment of the reservation, and the passenger, in case of redial, must bear with possible fare differences. For proper information to the passenger, the payment of the amount applied will be due according to the fare rules in force at the time of the purchase.

Paragraph One - the above conditions will not apply if the passenger informs, until the time originally contracted for the

outward leg of the domestic flight, that he/she wishes to use the return leg.

Paragraph Two - In the event of an "anonymous" ticket purchase (without login), the residual value will not be made available as credit, remaining the options for refund or redial within the applicable rules.

#### **4. REFUND**

4.1. The request for refund of the Ticket value will be applicable in the cases provided for in the applicable legislation, and the refund value will always be equivalent to the route not used by the passenger, less any other applicable values, in accordance with the legislation in force, according to the fare rule of the Ticket purchased.

4.2. The passenger may choose, instead of the refund, to remain with the residual value of the Ticket as a credit for the period of one (01) year from the date of its payment, observing the current legislation, the fare rule of the Ticket purchased, and provided that he/she has made the purchase directly in GOL, except in the modality "anonymous" purchase (without login).

4.3. The interruption of the travel at any stopover, by the passenger's initiative, or due to expulsion from the aircraft in the circumstances set out in item 1.2 above, shall not cause the right to receive any refund.

4.4. Except for the modality of "anonymous" purchase (without login), the refund, upon the request of the passenger, may be made in credits for the purchase of air ticket. The credits resulting from the cancellation of the air ticket may be used for the acquisition of air tickets for third parties.



#### **5. STANDBY LISTS**

5.1. Standby lists. The waiting lists may be opened by GOL at the airports when the total number of confirmed reservations for

the flight reaches the limit of seats available on the aircraft. The passengers with names on standby lists will be called in order of registration on the respective list, subject to the priorities established by the current legislation, according to the number of seats that will be released due to the non-attendance at the scheduled time for boarding of passengers with confirmed reservations.

5.2. GOL makes no commitment or guarantee that those on the standby list will be able to board their respective flights.

## 6. LUGGAGE

6.1. Checked luggage allowance. On the domestic or international flights operated by GOL, the Passengers may check luggage upon the payment or in accordance with the allowance previously established in the applicable fare rules at the time of the purchase.

6.1.1. Children under two (02) years of age do not have the right to luggage allowance, except if a seat has been purchased for them.

6.1.2. The luggage allowance may not be used for the transportation of live animals, and such transportation is subject to specific fare policies.

6.1.3. GOL is authorized to inspect, whenever necessary, the baggage that will be transported on its aircraft and, in the case of packages that have content with a commercial purpose, it may refuse its dispatch or demand that it be submitted to a cargo contract, with the presentation of the documentation required by law.

6.1.4. GOL may restrict the shipment of baggage to be checked, the handling of which may pose a risk to the dispatch equipment or which may hinder and/or delay GOL's operation and dispatch procedures. Said luggage may be refused or submitted to a cargo contract, with the presentation of the documentation required by law.

6.2. Excess luggage. The luggage that exceeds the luggage allowance and/or purchased will be considered excess, and may be loaded, at GOL's discretion, and the passenger will be charged



an applicable amount, under the terms established by GOL and in accordance with the current legislation.

6.2.1. The amount to be paid for the excess luggage may be different on international flights, and its values, both for domestic and international flights, may be consulted by the passenger at GOL's website at the time of the purchase of the Ticket.

6.3. Carry-on luggage allowance. The passengers may carry under their full and exclusive responsibility a single piece of carry-on luggage, such as backpacks or small bags, without the payment of any special value, provided that it meets the following requirements, cumulatively:

I) has a total weight not exceeding ten (10) kilograms and that the sum of its dimensions does not exceed, individually: fifty-five centimeters (55 cm) high; thirty-five centimeters (35 cm) long and; twenty-five centimeters (25 cm) wide;

II) keep the proper packaging of the objects that compose it;

III) possibility of the volume being accommodated in the passenger cabin, without disturbing the comfort and the tranquility of others or endangering the physical integrity of the passengers, aircrew and the aircraft.

6.3.1. Prior to boarding, the passenger should check with GOL about objects that GOL recommends should be carried as carry-on luggage.

6.3.2. GOL may restrict the weight and contents of the carry-on luggage for reasons of safety or capacity of the aircraft, so that in the event of an overweight of the compartments, the luggage may be checked into the aircraft holds.

6.3.2.1. In the event above planned, if the Passenger arrives at the boarding gate of his/her flight with a carry-on luggage outside the standard set forth above, GOL reserves the right to check such luggage into the cargo hold of the aircraft, and may even charge for the luggage allowance.

6.3.3. The requirements to which the carry-on luggage must conform on the international flights may be different from those set forth in item 6.3, due to specific regulation or international agreements. In order to know what the relevant requirements are, the passenger must first contact GOL.

6.4. Animal transportation. The transportation of animals is subject to the express authorization of GOL, upon the payment



of specific fares.

6.4.1. In order to any animal to be transported, the passenger must present, at the time of boarding, required documentation, as described on the GOL website.

Sole paragraph - the presentation of the documentation required by GOL does not guarantee approval of the transportation of the animal by GOL.

6.4.2. The transportation of a guide dog, trained to drive a visual impaired person, which depends entirely on the same, will be allowed in the passenger cabin, in addition to the luggage allowance and free of charge, provided that the documentation provided for in item 6.4.1 above is submitted.

6.5. Prohibited materials and substances. The luggage, whether checked or carryon, may not contain under any circumstances:

I) alarm devices;

II) explosives, including empty cartridges, ammunitions, pyrotechnical materials, hunting rifles, handguns and fireworks;

III) gases (flammable, non-flammable and poisonous) such as butane gas, oxygen, propane, oxygen cylinders, etc.;

IV) liquids used as fuel for cigarette lighter, heating or other applications;

V) flammable solids, such as phosphorus and items of simple ignition;

VI) spontaneous combustion substances;

VII) substances which, in contact with water, emit flammable gases;

VIII) oxidizing materials, such as lime powder, chemical bleaches and peroxides;

IX) poisonous (toxic) and infection substances, such as arsenic, "cianidas", insecticides and defoliants;

X) radioactive materials;

XI) corrosive materials, such as mercury, acids, alkaloids and batteries with corrosive liquid, except in the case of batteries used for the movement of motorized wheel chairs;

XII) magnetic and similar materials;



XIII) weapons, munitions, hunting weapons, small arms, except if in the form of the relevant legislation;

XIV) biological agents, such as bacteria, viruses, fungi, etc.

XV) materials or packages received from persons or origin unknown by the passenger;

XVI) disabling elements, such as pepper spray, tear gas or similar;

XVII) electroshock arms;

XVIII) suitcases, boxes or safety bags with pyrotechnic devices and/or lithium batteries;

XIX) diving lamps or welding elements;

XX) lithium batteries;

XXI) working tools such as hammers, crowbars, pickaxes, etc.

6.5.1. The above list of materials and substances is not exhaustive and may be changed and/or extended at any time either by GOL and/or by specific regulations, without it being GOL's obligation to inform the passenger of such change and/or extension. For further information, consult GOL.



6.5.2. Any of the materials and substances listed above, or whose transportation is forbidden, if embarked, may be at any time removed from the aircraft by GOL and at its discretion, without it being responsible, for any reason.

Sole paragraph - in the event provided for herein, the passenger is obliged to indemnify GOL for any costs incurred by it in the removal or transportation of the materials or substances whose transportation is prohibited and for any other damages that GOL or third parties may suffer, caused by such materials or substances.

6.6. Complaints - Luggage damage and violation. If the Passenger finds that there has been a violation or damage to the luggage, within seven (07) consecutive days of its receipt, the passenger must request the opening of a Property Irregularity Report ("RIB") with a GOL representative at the airport.

Sole paragraph - in case of damage to luggage, the passenger must take the damaged luggage for analysis by GOL at the airport.

6.7. Loss. In the event of luggage loss, the Passenger shall immediately file the due complaint with GOL by means of the Property Irregularity Report ("RIB") document, and GOL shall have the right to return the lost luggage within seven (07) days of the complaint date in the case of domestic flights and twenty-one (21) days in the case of international flights.

6.8.1. In case of impossibility of the effective return, under the terms mentioned above, it will be observed that:

I) The responsibility of GOL for damage resulting from the destruction, loss or failure of the checked luggage, occurred during the performance of the agreement of air transportation, is limited to the amount defined in the applicable law, at the time of the payment, in relation to each passenger, as described in the CBA, in the resolutions published by the National Civil Aviation Agency and its possible changes.

II) GOL shall not be liable if the loss, destruction or failure of the luggage results, solely, from one or more of the following factors::

- a) Nature or inherent defect of the luggage;
- b) Improper packing of the luggage, made by the Passenger or third parties, at the request of the passenger;
- c) Act of war or armed conflict;
- d) Act of public authority relating to luggage;
- e) An Act of God or force majeure event;
- f) Damages caused by fault or negligence on the part of the Passenger.
- g) Other provisions set forth in clause 6.9 below.

6.8. Codeshare and Interline Agreements. The allowance applicable to the flights operated under Codeshare or Interline may be different from that established in item 6.1, due to specific regulations. In order to know the applicable allowance, the passenger must first check with the company selling the flight.

6.9 Fragile items and Damage Due to Use. GOL shall not be liable for any damage caused to fragile items carried or checked by the passenger such as, but not limited to, musical instruments, bottles and perfumes, sporting goods such as surfboards, windsurf board, skateboard, bicycle, golf equipment, kayak,



diving and fishing equipment, ski, snowboard, camping tent and similar, electronic equipment including games, mobile phones, tablets, notebooks and related items, handicrafts, decorative items, works of art, sculpture or paint, automotive parts, Styrofoam boxes, cardboard or wood, antiques, relics, collectibles, and faith items, equipment and corporate samples, glass, ceramic, porcelain and mirrors, checked items in bags, plastic or paper bags that are not sufficiently strong for the transportation and protection of their contents, jewels, keys, medicines and medical equipment, except handling equipment, money, bank cards, checkbooks and personal document, photographic equipment such as cams, videos, audio and related items, contact lenses, ophthalmic frames or sunglasses, hand tools or battery instruments, boxes and containers for tools, checked items individually and without protection, such as umbrella, banner, sword, table and domestic items in general, attached items to the luggage external side, watches. GOL will also not be liable for damages to the luggage resulting from the wear by the use, and GOL will not repair or replace the luggage in the event of scratches, abrasions, superficial dirties, lack of the zipper cursor, damage to the supporting carnations, damage to the logo, small holes, tears or wrinkles, damage, lack or loss of padlocks and protective cover, lack of accessories such as long strap, identifiers or similar.



6.10 Emergency expenses. In case of luggage loss, GOL will reimburse the passenger who is out of his or her home and makes purchases of basic needs products, such as clothes, shoes and personal hygiene products. The initial compensation, limited to the maximum amount of R\$ 100.00 (one hundred reais) in Brazil and USD 50.00 (fifty dollars) abroad, may be requested by the passenger when 24 hours have elapsed since the opening of the Property of Irregularity Report, upon the presentation of invoices and provided that the luggage continues in a loss situation. After 24 hours from the request of the first indemnity, and to each subsequent overnight stay, it will be due an indemnity in the maximum amount of R\$ 25.00 (twenty-five reais) in Brazil and USD 25.00 (twenty-five dollars) abroad, limited to the maximum total amount, already including the first indemnity, of R\$ 225.00 (two hundred and twenty-five reais) in Brazil, and USD 175.00 (one hundred and seventy-five dollars) abroad, and provided that the luggage continues in a loss situation.

6.10.1 The request for reimbursement of emergency expenses may be made within 30 (thirty) consecutive days from the opening of the Property Irregularity Record, for the cases in which the luggage have been found. For the cases of permanent

loss, the passenger must make the request of reimbursement of the emergency expenses within a maximum of 08 (eight) consecutive days from the opening of the Property Irregularity Record.

6.10.2 If the luggage is not found within 07 (seven) consecutive days from the opening of the Property Irregularity Record, the amounts paid as emergency expenses will be deducted from the amounts paid as final compensation.

6.11 Declared luggage. The passenger may declare the value of checked items that exceed the value of 1,131 Special Drawing Rights (DES), by completing a form provided by GOL, which must be completed in two copies and provided that the value of the items does not exceed R\$ 15,000.00 (fifteen thousand reais). At its discretion, GOL may assess the items for which the passenger has declared. For those cases where the passenger declares the checked value, the passenger will be charged a value for the acceptance, proportional to the value of the declared goods, in the terms established by GOL and according to the current legislation.

6.11.1 If the passenger fails to declare the value of the goods falling under item 6.11, potential indemnities will be limited to the maximum value of 1,131 Special Drawing Rights (DES).

6.11.2 Items such as cash, checkbooks, bank documents, credit titles, bank or credit cards, contact lenses, ophthalmic frames or sunglasses, orthodontic appliances, jewelry, watches, photographic equipment, commercial equipment, computer equipment and software, electronic equipment, tablets, cell phones, fragile items, vital medication, negotiable papers, keys, personal or commercial documents, artwork, sentimental or priceless items or other items of value will not be accepted as declared luggage. These items must be carried as hand luggage and kept under control, supervision and responsibility of the passenger, provided that he/she comply with the limits set out in item 6.3. or then be checked as air cargo. Goods and luggage will also be checked as air cargo whose value exceeds the amount of R\$ 15,000.00 (fifteen thousand reais).

6.11.2 If it is found in the above items that there is any pre-existing damage to the luggage (e.g.: minor cuts, scratches and broken zippers) as a result of natural wear, improper transportation, as well as poor accommodation of the items in the luggage, no compensation will be due to the passenger.

6.11.3 The special declaration may only be made on flights operated exclusively by GOL. If the itinerary contains flights



operated by other airlines, even if numbered by GOL, the passenger will not be able to make the declaration of his/her luggage.

## 7. CANCELLATIONS AND DELAYS

7.1. Failure to Board. In the event that the passenger with confirmed reservation and payment, fails to board on time due to technical irregularities, operational safety or excess of passengers, GOL will offer the passenger the alternatives established by the applicable legislation, besides the payment of financial compensation, which may be made by bank transfer, voucher or in cash, at GOL's discretion, as established in the applicable legislation.

7.2. Weather conditions. In case of cancellations and/or delays due to weather conditions, GOL will offer the passenger the alternatives established by the applicable legislation, maintaining, however, the contractual conditions for the transportation of the passenger upon the release of the flight by the competent agency.

7.3. Delays in connections. GOL is not responsible for delays in its flights occurred in connections caused by third parties aircrafts, except in the case of code-share flights. Likewise, GOL is not responsible for delays in connections caused by reservations made by third parties, whose respective schedules are insufficient to make the connection.

7.4. Connections Scheduled by Passengers. It is hereby established that connections scheduled by Passengers on flights that are not offered by GOL are the responsibility of the Passenger, who must claim his/her luggage and check in for boarding on the subsequent flight(s) at the established time(s), with GOL not being liable in the event the passenger fails to make the subsequent check-in(s) at the scheduled time.



## 8. INTERLINE AGREEMENTS

8.1. Interline agreements allow GOL to sell routes operated by other airlines, whose flights are identified by the designator codes of the operating airline itself. When GOL sells an Interline ticket (which includes flights from other partner airlines), it is acting solely as an issuing agent and will not undertake any responsibility for the acts or omissions of that airline. GOL shall be responsible, only, for the transportation on the flights operated by its own aircrafts.

8.2. Acceptance of Interline Tickets from other airline companies. Tickets from other airlines will be accepted, as long as they have an Interline agreement with GOL, and their contractual obligations are being fulfilled. Any and all procedure for reimbursement or compensation of these tickets must be made with the airline issuing the ticket.

## 9. CODESHARE

9.1. Codesharing is a practice that a flight operated by one airline is sold or offered by other partner airlines, as if they were their own flights. Thus, a flight can be sold with the "G3" designator code, but can be operated by another airline partner of GOL. In all cases in which GOL offers segments under the Codeshare regime, whose operation is the responsibility of partner airlines, the passenger will be duly informed at the time of the choice of the respective segment.

9.2. Application of the Codeshare services. One or more segments of the flight itinerary may be operated by other airlines, other than GOL. However, if a GOL ticket has been purchased, this Agreement shall apply, regardless of the transport airline. GOL accepts the responsibility for all the segments operated under Codeshare, provided that the designator code for the flight is "G3", under the terms of this Agreement.

9.3. Applicable rules to Codeshare flights. Notwithstanding any other provisions of this Agreement, the following rules shall apply to flights operated by GOL's Codeshare partners:

9.3.1. Luggage. For itineraries where at least one segment is operated by GOL Codeshare partners, each Passenger will be



entitled to the luggage allowance acquired or granted, according to the fare rule, by the company selling the ticket, and may be charged for excess luggage, when applicable. If necessary, for operational or security reasons, the transportation airline may require that the hand luggage be checked at the boarding gate, and it may charge for possible excess, if applicable.

9.3.2. Unaccompanied Minors. Consult the applicable rules by GOL's partner airlines for the transportation of unaccompanied minors.

9.3.3. Animal transportation. It is hereby established that animals will not be accepted on flights operated under Codeshare, except service animals, not including, however, the animals for emotional assistance/support.

9.3.4. Transportation of Sportive Equipment (EE). Please refer to the applicable rules by GOL's partners airlines for the transportation of sportive equipment on flights operated under Codeshare.

9.4. Additional services offered by GOL Partners. This Agreement does not contemplate possible additional services offered by GOL Codeshare partners such as: (i) more checked luggage items; (ii) larger or heavier items; (iii) special luggage; (iv) additional hand luggage; (v) unaccompanied minors; (vi) animals in the cabin or hold; and (vii) check-in at shorter notice. GOL Codeshare partners may also charge an additional fee for any additional services they offer. The passenger may inform him/herself about these services in advance with the airline operating the flight.



## 10. ADDITIONAL CHARGES

10.1. Ground transportation. Any and all ground transportation services offered by GOL or by third parties hired by GOL to or from the airport to any other location may be charged by GOL, at GOL's discretion and is not included in the correspondent price to the hiring of the air transportation service.

10.2. Special Seats. GOL may make available to the passenger, for sale, at the time of the reservation, at its discretion,

differentiated seats in terms of space, comfort, services and etc., subject to the applicable fares.

10.3. Buy on Board. GOL may offer in any of its flights, on board sales services, at independent prices of the fare paid for the Ticket, to be paid by the passenger if the service is used, at the Passenger's discretion.

10.4. Insurance. GOL is authorized to offer, in addition to the ticket price, transportation insurance or any other insurance that meets the interests of the Passenger.

10.5. Rate to accompany unaccompanied minors from eight to twelve years of age. GOL is entitled to charge a fee for the service for accompanying unaccompanied minors aged between 8 and 12 years, to be provided from boarding to the aircraft and from the aircraft to disembarking, when such service is requested by the minor's guardian. GOL does not transport children under the age of 08 unaccompanied.

10.6. Others. In the event that the passenger's accommodation requires more than one seat, GOL may charge an additional amount for the Ticket, equivalent to the number of additional seats occupied by the Passenger.

10.7. Optional services. It is vested to GOL charging for any optional services that may be offered at any time.



## **11. GOL'S RESPONSIBILITY**

11.1. Responsibility. GOL may only be liable under the terms of this Agreement, in the form of the legal limits set forth in the specific applicable rules.

11.1.1. For damages to the passengers, the hypotheses below will be excluding of GOL's responsibility:

- a) death or injury resulting, exclusively, from the passenger's state of health;
- b) accident resulting from the passenger's exclusive fault;
- c) an Act of God or force majeure event.

11.1.2. GOL shall not be liable for damages caused by an Act of God or force majeure event or a determination by the air force authorities.

## 12. PASSENGERS UNDER POLICE CUSTODY

12.1 The air transportation of passengers under judicial conditions, and/or escorted must be coordinated at least forty-eight (48) hours in advance between the airport Police Authority, the local airport administration and GOL, establishing special security measures for boarding and conduct to be taken on board of the aircraft, ensuring that the boardings and disembarkations are always carried out in a discreet manner.

12.2 A maximum of two (2) custodians may be carried on the same aircraft per flight with their respective escort, with a minimum of 2 (two) officers escorting each person in custody.

12.3 - The individual in custody, under normal conditions, may not be handcuffed to any physical part of the aircraft, including but not limited to seats and/or tables.

12.4 - The Passenger under custody and their escorts shall not be served alcoholic or intoxicating beverages, nor will they be served meals with utensils that are metal and/or perforating.

12.5 Officers escorting passengers under custody may bring aboard equipment for restraining the passenger if so required.

12.6 The escorting officers may not bring aboard nightsticks, tear gas or any other incapacitating gas. Any firearms brought aboard must comply with the provisions detailed in item 1.4 of this agreement.

12.7 The responsible for the escort shall assure GOL that the person in custody does not carry prohibited material in accordance with ANAC Resolution No. 207 or any law enacted to replace it.

12.8 The dangerousness of the person in custody should be considered by the police authority to transport the person on passenger flights, since GOL may deny the person in custody



boarding if it considers that he or she represents a potential threat to the safety of the flight and of other passengers.

### 13. DATA PROCESSING AND PROTECTION

13.1. The Parties declare that they comply with all applicable legislation on privacy and data protection, including (whenever and when applicable) the Federal Constitution, the Civil Code, the Marco Civil da Internet (Law No. 12.965/2014), its regulatory decree (Decree No. 8.771/2016), the General Data Protection Law (Law No. 13.709/2018, "LGPD"), the General Data Protection Regulation ((EU) 2016/679, "GDPR"), and other sectoral or general rules on the theme ("Applicable Law").

13.2. The legal definitions provided for in the LGPD, in particular those listed in its article 5, are adopted for the purposes of this Agreement.

13.3. The Parties recognize, for all legal purposes, that they are treatment agents and that, therefore, they must act within the limits of their respective legal and contractual obligations.

13.4. The processing of personal data by GOL will only take place for the purposes agreed in this Agreement, and pursuant to the written instructions provided by the CLIENT. Based on this, GOL undertakes to treat the personal data shared only for the purposes strictly necessary to achieve the agreed purposes.

13.5. If one of the Parties carries out any processing activity that is not guaranteed in this Agreement, the Party carrying out the processing will be considered the sole Controller in this processing activity, exempting the other Party from any resulting obligation or liability.

13.6. The Parties agree that all personal data processed in the context of this Agreement will be provided or shared by the CLIENT itself, without any interference by GOL in this regard.

13.7. The CLIENT shall only share personal data from lawful, legitimate, and appropriate databases, not using, under any circumstances, personal data from advertising sites, social media, or other sources that, even if in the public domain, have no purpose similar to the intended use. The CLIENT must also prove the origin of the personal data obtained, making the



respective evidence available to GOL, if previously requested by the latter.

13.8. The Parties, in addition to the other obligations provided for in this Agreement, undertake to:

I) implement good practices in the information security area, aimed at the integrity, availability, and confidentiality of personal data and shared information, as well as preventing unauthorized access and accidental or illegal situations of destruction, loss, alteration, communication, or any form of inappropriate treatment;

II) inform the other Party if it believes that any instruction, system, activity, or contract violates any normative provision set forth in the LGPD;

III) provide assistance to the other Party, as requested, with respect to the obligations to respond to requests from data subjects under the LGPD;

IV) not carry out international transfers of personal data shared under this Agreement, without prior and express authorization by the other Party, and in accordance with the provisions of the LGPD, ensuring an adequate level of protection of personal data;

V) restrict access to personal data only to those who effectively need to access it to comply with this Agreement and to the extent necessary for processing, in order to ensure that those who have access to the data respect and maintain confidentiality, integrity, and security of the data;

VI) keep a record of the processing of personal data, with the proper identification of the data and type of operation, in addition to information regarding (i) the need for processing; (ii) the legal basis for the treatment; and (iii) time and procedure for its storage and disposal;

VII) maintain periodical evaluation of the treatment to guarantee the principles foreseen in the LGPD;

VIII) carry out the elimination or anonymization of personal data under its custody whenever: (i) there is a deadline that justifies its maintenance, never keeping unnecessary or irrelevant data for the current exercise of its obligations; and, (ii) every time it is requested, in which case it will issue a Disposal Certificate, including in the post-contractual period.

13.9. In the event of violations by GOL, GOL will only be held liable for direct and proven material damage caused to the



CLIENT.

13.10. GOL will not be held responsible, under any circumstances, for any actions or omissions by the CUSTOMER, and/or any third parties hired by it, related to the processing of personal data covered by this chapter and its respective sub-items, as well as for any losses and damages arising from violations of this Agreement or Applicable Law by the CLIENT.

## **14. GENERAL PROVISIONS**

14.1. ANAC Tag specifications. It is hereby established that the information contained in the ANAC Tag may be amended up to the time of the boarding, for operational reasons.

14.2. Seat specifications. It is further established that the seat reserved by the passenger may be changed by GOL, at its discretion, until the time of the boarding, for reasons of operational nature.

14.3. Agreement of transportation. Copies of the Agreement are available to the passengers in the stores, and GOL's website and will be delivered to the interested parties upon request.

14.4. The information of passengers with destination abroad, which are of knowledge or are under the possession of GOL, may be sent to the national / international customs agency and/or to the national/international security agency by force of legal obligation or agreement between the Brazilian Government and the legal representation of the country of destination of the passenger.



## **15. APPLICABLE LAW AND JURISDICTION**

15.1. This Agreement is governed by the Brazilian law. Any controversy arising from this Agreement shall be allayed in the

Court of the District of São Paulo.

## 16. VALIDITY

16.1. This Agreement shall be in force on January 4, 2023, revoking all previous contract provisions.

This agreement is registered with the 6th Notary's Office of Deeds and Documents of the city of São Paulo, State of São Paulo, under n. 1.933.805.

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## SOCIAL NETWORKS

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## INFORMATION

For clarification, access the [Procon RJ website \(external access\)](#)



GOL Linhas Aéreas S.A - Praça Senador Salgado Filho, s/nº, Aeroporto Santos Dumont, térreo, área pública, entre os eixos 46-48/OP, Sala de Gerência Back Office, Rio de Janeiro/RJ | CEP: 20021-340 | CNPJ/MF: 07.575.651/0001-59

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