

국제여객운송약관

GENERAL CONDITIONS OF CARRIAGE FOR INTERNATIONAL PASSENGER AND BAGGAGE

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ARTICLE 1 DEFINITIONS

WE, OUR, OURSELVES AND US means Korean Air Lines Co., Ltd.

KE means Korean Air Lines Company, Limited

YOU, YOUR and YOURSELF means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket.

ANIMALS IN THE CABIN or CHECKED-IN ANIMALS mean pet limited to dogs, cats and household birds.

AREA 1 means all of the North and South American Continents and adjacent islands, Greenland, Bermuda, the West Indies and Islands of the Caribbean, the Hawaiian Islands (including Midway and Palmyra).

AREA 2 means all of Europe (including that part of the Russian Federation west of the Urals) and adjacent islands, Iceland, the Azores, all of Africa and adjacent islands, Ascension Island, that part of Asia lying west of and including Iran.

AREA 3 means all of Asia and adjacent islands, except the portion included in AREA 2, all of the East Indies, Australia, New Zealand and adjacent islands, the islands of the Pacific Ocean except those included in AREA1.

BAGGAGE, which is equivalent to luggage, means such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his or her trip. Unless otherwise specified, it shall include both checked-in and uncheck-in baggage of the passenger.

BAGGAGE TAG means a document issued for identification and transportation of the checked-in baggage.

BAGGAGE CLAIM TAG means those portions of the ticket that provide for the carriage of passenger's checked-in baggage and which are issued by carrier as a receipt of passenger's checked-in baggage.

BOARDING PASS means a document issued at check-in which admits passenger to aircraft. It must be presented at the boarding gate.

CARRIAGE, which is equivalent to transportation, means carriage of passenger and/or baggage by air, gratuitously or for reward.

CARRIER means air carrier and includes the air carrier issuing the ticket and all air carriers that carry the passenger and/or his baggage thereunder, or perform or undertake to perform any other services related to such air carriage.

CHECKED-IN BAGGAGE, which is surrendered with valid ticket, means baggage of which carrier takes custody and for which carrier has issued a baggage tag and issued a baggage claim tag.

CHECK-IN means the process consisting of seat assignment, issuance of boarding pass, baggage acceptance, etc, that is performed by the airline to make passengers ready to board flights.

CHECK-IN DEADLINE means the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.

CHILD means, for the purpose of child discounts fare, a person of 2 years of age or over but under 12 years.

CIRCLE TRIP means travel from one point and return thereto by a continuous, circuitous air route; provided that where no reasonable direct scheduled air service is available between two points, a break in the circle may be traveled by any other means of transportation without prejudice to the circle trip.

CONDITIONS OF CONTRACT means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference, these Conditions of Carriage and notices.

CONJUNCTION TICKET means two or more tickets concurrently issued to a passenger and which constitute a single contract of carriage.

CONVENTION means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929, (hereafter called the "Warsaw Convention") or that Convention as amended at The Hague, September 28. 1955 (hereafter called the "Warsaw Convention as amended at The Hague, 1955"), or Convention for Unification of Certain Rules for International Carriage by Air, signed at Montreal on MAY 28, 1999 (hereafter called the "Montreal Convention") whichever may be applicable.

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

DAMAGE includes death, injury, delay, loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by carrier incidental

thereto.

DESTINATION means the ultimate stopping place according to the contract of carriage. In the case of a round trip or circle trip, the destination is the same place as the point of origin.

ELECTRONIC COUPON means an (electronic) flight coupon which indicates the particular segment which a passenger is entitled to be carried on or other value document held in KE's database.

ELECTRONIC TICKET(e-TICKET) means the Itinerary/Receipt and/or electronic coupons issued in the electronic form by KE or on our behalf.

E-TICKET ITINERARY/RECEIPT means a document or documents KE issue to Passengers travelling on Electronic Tickets that contains the Passenger's name, flight information and notices.

ELECTRONIC MISCELLANEOUS DOCUMENT ("EMD" hereinafter), means a document issued by a carrier or its agent, requesting issue of an appropriate passenger ticket or provision of service to the person named in such document.

FORCE MAJEURE means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised. (Excluding traffic circumstances or cancellations of flights etc.)

FRENCH GOLD FRANCS means French francs consisting of 65 1/2 milligrams of gold at the standard of fineness of nine hundred thousandths.

INFANT means, for the purpose of infant discounts fare, a person under 2 years of age.

INTERNATIONAL CARRIAGE OTHER THAN THAT DEFINED BY THE CONVENTION PREVIOUSLY MENTIONED means any carriage which is not international carriage as defined either by the Warsaw Convention or the Warsaw Convention as amended at The Hague, 1955 or by the Montreal Convention, but in which, according to the agreement made by the parties, the place of departure and the place of landing are situated in more than one country. As used therein, the term "country" that is equivalent to "state" includes all territory subject to its sovereignty, suzerainty, mandate, trusteeship or authority.

NORMAL FARE means the full fare established for a normal, regular or used service, the application of which is not dependent upon any specially limited period of ticket validity or other special circumstances.

OPEN-JAW TRIP means travel that is essentially of a round trip nature but the outward point of departure and inward point of arrival and/or outward point of arrival and inward

point of departure of which are not the same.

PASSENGER means any person, except member of the crew, carried or to be carried in an aircraft with the consent of Carrier.

ROUND TRIP, is equivalent to a return journey, which means travels from one point to another and return by the same air route used outbound whether or not the fares outbound and inbound be the same. Travelling, from one point to another and return by different air route from which was used for inbound, also is defined as round trip as long as outbound and inbound are under the same fare.

SDR means a Special Drawing Right as defined by the International Monetary Fund.

SOUTHWEST PACIFIC AREA means American Samoa, Australia, Cook Islands, Fiji, French Polynesia, Kiribati, Nauru, New Caledonia, New Zealand, Niue, Papua New Guinea, Samoa, Solomon Islands, Tonga, Tuvalu, Vanuatu, and Wallis–Futuna Islands.

SPECIAL FARE means a fare other than a normal fare.

STOPOVER, which is equivalent to a break of journey, means a deliberate interruption of a journey by the passenger, agreed to in advance by carrier, at a point between the place of departure and the place of destination.

TARIFFS means KE's fares, rates and charges for international carriage of passengers and baggage and related rules and regulations, which are made part of these Conditions of Carriage.

TRAVEL VOUCHER means a document issued by Korean Air to a passenger as compensation or as an alternative to a refund, which may be applied toward the purchase of future a flight ticket and other related services offered by Korean Air.

TICKET means the Electronic Ticket issued by or on behalf of Carrier, which includes Conditions of Contract notices and Flight Coupon.

* Note: Components of "Passenger Ticket and Baggage Check" for Passenger

- Flight Coupon/Electronic Coupon means a coupon which indicates the particular segment by which a passenger is entitled to be carried, and is exchanged as a boarding pass at check-in of each corresponding segment. Its value documents are held in KE's database.

UNCHECKED-IN BAGGAGE, which is equivalent to hand luggage, is baggage other than checked-in baggage.

UNITED STATES OF AMERICA or THE UNITED STATES or THE USA means, unless

otherwise specified, the area comprising the 48 contiguous federated states; the Federal District of Columbia; Alaska; Hawaii; Puerto Rico; St. Croix and St. Thomas of the Virgin Islands; American Samoa; The Canal Zone; Canton, Guam, Midway and Wake islands.

ARTICLE 2 APPLICATION OF CONDITIONS

1. General

Nothing in these Conditions of Carriage and other applicable tariffs modifies or waives any provisions of the Convention.

2. Applicability

To the extent not in conflict with the Convention and except as excluded by KE's conditions in relation to carriage wholly on its own domestic services, these Conditions of Carriage shall apply to all carriage of passengers and baggage including all services incidental thereto, performed by KE at fares, rates and charges published in connection with these Conditions of Carriage.

3. Gratuitous Carriage

With respect to gratuitous carriage, KE reserves the right to exclude the application of all or any part of these Conditions of Carriage, provided that any such exclusion shall be consistent with all applicable laws, government regulations and orders (including the Convention).

4. Charter Agreement

Carriage of passengers and baggage under the charter agreement with KE shall be preferably subject to such charter agreement, and any circumstances not specifically provided in the charter agreement shall be subject to these Conditions of Carriage. The passenger, by accepting the carriage pursuant to a charter agreement shall be regarded as having agreed to the said agreement and these Conditions of Carriage, whether or not, he or she has concluded the charter agreement with KE. Only the passengers listed in accordance with the applicable charter agreement can board the charter flight under the charter agreement with KE..

5. Effectiveness

All carriage of passengers and/or baggage shall be subject to these Conditions of Carriage and other applicable tariffs in effect on the date of commencement of carriage covered by the (electronic) flight coupon of the ticket.

6. Amendment without Notice

These Conditions of Carriage and other applicable tariffs shall be subject to amendment

without prior notice due to applicable laws, government regulations, orders, requirements, service improvements and, etc. If the above Conditions of Carriage is amended for any other reasons, the amended Conditions of Carriage shall not be applied to the passengers who purchase the tickets before the amendment.

ARTICLE 3 TICKET

1. General

A ticket will not be issued and in any case KE will not transport the passenger until the passenger has paid the applicable fare or has complied with credit arrangement established by KE.

2. Ticket Validity for Carriage and its Expiry

- 1) The ticket is good for carriage from the airport at the place of departure to the airport at the place of destination via the route shown therein and for the applicable class of service and is valid for the period of time specified or referred to in Subparagraph 2) below and for observing booking class as conditions in Subparagraph 3). Each (electronic) flight coupon will be accepted for carriage on the date and flight for which accommodation has been reserved. When flight coupons are issued on "open-date" basis, accommodations will be reserved upon application, subject to the availability of space. The place and date of issue are shown on the ticket.
- 2) A ticket issued at normal fare is valid for carriage for one year from the date of commencement of carriage, or if no portion of the ticket is used, from the date of issuance of the ticket. If the ticket is for or includes the fare having a shorter period of validity than indicated above, such shorter validity shall apply only in respect to the transportation to which such fare applies.
- 3) Booking class on the (electronic) flight coupon shall be the same as booking class in PNR (Passenger Name Record). If booking classes are different from each other, the passengers holding such a ticket can be denied boarding a flight or be allowed to board with charges.
- 4) The validity of EMD will be one year from the date of issuance. An EMD must be presented for a ticket within one year from the date of issuance; otherwise it will not be honored for exchanging to ticket.
- 5) Tickets expire at midnight on the date of expiration of ticket validity. Travel on the last continuous portion by the last flight coupon of the ticket must be commenced prior to midnight of the date of expiration and may continue beyond, unless any

restriction is specified in applicable tariffs.

- 6) An expired ticket or EMD will be accepted for refund in accordance with Article 13.

3. Extension of Ticket Validity

- 1) Notwithstanding Article 3. 2. above, the validity of a ticket will be extended by KE without additional collection of fare as follows:
 - a. For no longer than 30 days beyond the original limit, when KE:
 - (1) cancels or postpones the flight during the period of validity;
 - (2) omits a scheduled stop which is the passenger's place of departure, place of destination or place of stopover;
 - (3) fails to operate a flight reasonably according to schedule;
 - (4) cause the passenger to miss a connection;
 - (5) substitutes a different class of services (First class, Prestige class, Premium class, Economy class); or
 - (6) is unable to provide previously confirmed spaces.
 - b. For no longer than 7 days beyond the original limit, when a passenger who holds a ticket valid for one year is unable to obtain space at time of application to KE.
- 2) When a passenger is prevented from traveling by reason of illness
Unless any restriction is specified in applicable tariffs, when a passenger is prevented from traveling within the validity of his or her ticket due to illness (Excluding pregnancy), KE will extend the validity of such passenger's ticket until the date when he or she becomes fit to travel according to a medical certificate, or until the first available date of the same booking class, which the fare has been paid. Extension is valid when seat is available after such date from the point where the journey is resumed or from the last connecting point. Provided that, when the (electronic) flight coupons remaining in a ticket having a one year validity involve one or more stopovers, the validity of such ticket will be extended for no more than 3 months from the date shown on the certificate. In such circumstances, KE will extend similarly the validity of tickets of persons traveling with an incapacitated passenger.
- 3) When a passenger passes away en route, the validity of the tickets of the accompanying immediate family or other persons accompanying the passenger may be extended by no more than 45 days after the date of death.
- 4) When a ticket is sold at a special fare containing minimum-stay requirements, the minimum-stay requirement will be waived on presentation of a death certificate or

a copy thereof for passengers who are;

- a. members of the immediate family of a passenger who dies en route, or
 - b. other persons actually accompanying a passenger who dies en route.
- 5) If a passenger holding a special fare ticket with a minimum-stay requirement desires to commence the return travel before the expiry of the minimum-stay period owing to the death of an immediate family member not accompanying the passenger, and a death certificate or a copy thereof is not immediately available, the passenger will be entitled for refund of the additional amounts paid to permit earlier return, on presentation of a death certificate attesting to the death of such family member after the passenger's commencement of travel.
- 6) When a ticket is sold at a special fare containing a minimum-stay requirement, the minimum-stay requirement will be waived when the passenger by reason of illness, substantiated by a medical certificate attesting to the illness of such passenger after passenger's commencement of travel, desire to commence return travel prior to the minimum-stay period. The passenger will be permitted to return at the special fare paid. The ticket must be endorsed "Early Return Account Illness of (name of passenger)" A copy of the medical certificate must be retained in the files for a minimum period of 2 years.
- Note: The same provisions will apply to immediate family member(s) accompanying the passenger.
- 7) The "Immediate family" mentioned in Subparagraphs "3)" through "6)" above shall be limited to spouse, children, parents, brothers, sisters, grandparents, grandchildren, Fathers-in-law, mothers-in-law, brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law.

4. Coupon Sequence and Use

- 1) The ticket you have purchased is valid only for transportation as shown on the Ticket, from the place of departure via any agreed stopping places to the destination. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract with you. The Ticket will not be honored and will lose its validity or be refunded if all the (electronic) flight coupons are not used in the sequence provided in the Ticket.
- 2) Should you wish to change any aspect of your transportation you must contact KE in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of your

transportation due to Force Majeure, you must contact KE as soon as practicable and KE will use reasonable efforts to transport you to your next stopover or final destination for tickets issued by KE, without recalculation of the fare. If all the (electronic) flight coupons are not used in the sequence due to Force Majeure, the unused Coupons prior to the transportation will lose its validity or be refunded.

- 3) Should you change your transportation without our agreement, KE will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for your revised transportation. KE will refund you the difference if the new price is lower but otherwise, your unused Coupons have no value.
- 4) Please be aware that while some types of changes will not result in a changed fare, others, such as changing the place of departure (for example if you do not fly the first segment) or reversing the direction you travel, can result in an increase in price. Many fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.
- 5) A person shall not be entitled to be carried on a flight unless that person provide positive identification and has an electronic ticket valid and duly issued in accordance with Carrier's Regulations and contained in Carrier's database.

5. Non-Transferability

- 1) A Ticket shall be valid for the named person only and non-transferable.
- 2) KE shall not be liable to the person entitled to be transported or to the person entitled to receive such refund for honoring or refunding such ticket when presented by someone other than the person entitled to be transported thereunder or to a refund in connection therewith. If a ticket is in fact used by any person other than the person to whom it was issued, with or without the knowledge and consent of the person to whom it was issued, KE will not be liable for death or injury of such unauthorized person or for the loss, destruction, damage, or delay of such unauthorized person's baggage or other personal property arising from or in connection with such unauthorized use.

ARTICLE 4 STOPOVER

1. Permission of Stopover

- 1) In case of a passenger holding a ticket issued at the normal fare, stopovers within

the period of ticket validity will be permitted at any scheduled stop unless government requirements or applicable tariffs don't permit such stopover.

- 2) In case of passengers holding tickets issued at special fare, stopovers will be subject to the limitations, prohibitions or additional stopover charges as provided in the applicable tariffs of KE.

2. Prior Arrangement

Stopovers shall be arranged with KE in advance and specified in the passenger ticket.

ARTICLE 5 FARES, CHARGES AND ROUTINGS

1. Applicable Fares and Charges

- 1) Except as otherwise provided in applicable tariffs, applicable fares and charges for carriage governed by these Conditions of Carriage and other applicable tariffs are those duly published by KE, and shall be those in effect on the date on which full payment is made, for travel on specific dates and journey shown on ticket. When the fares or charges collected are not the applicable fares or charges, the difference will be refunded to or collected from the passenger, as may be appropriate.
- 2) Published fares apply only for carriage from the airport at the point of origin to the airport at the point of destination and do not include ground transfer service with airport areas or between airports or between airport and downtown except where applicable tariffs specially provide that such ground transfer service will be furnished without additional charge.
- 3) In the event of a voluntary change to the originating flight, the fares and charges for the passenger's journey shall be recalculated in accordance with fares and charges in effect on date on which the change is made and is reflected on the ticket.
- 4) Except as otherwise provided in applicable tariffs, direct fares published in tariffs take precedence over any combination of intermediate fares applicable to the same class of service between the same points.
- 5) Except as otherwise provided in applicable tariffs, fares published in tariffs entitle the passenger to occupy one seat of the applicable class provided that, when a passenger cannot be accommodated in one seat because of his size. If the passenger reserves two seats in advance, twice the applicable fare must be charged.

2. Construction of Unpublished Fares

When the fare between any two points is not specially published, such fare will be constructed as provided in applicable tariffs.

3. Routings

Except as otherwise provided in applicable tariffs, fares apply in either direction and only to routings published in connection therewith. If there is more than one routing at the same fare, the passenger, prior to issuance of the ticket, may specify the routing, and in respect to any open-date portion of such ticket, may specify an optional routing; if no routing is specified, KE may determine the routing.

4. Taxes, Fees and Charges etc.

Applicable taxes, fees and charges imposed by government or by the operator of an airport collectible from a passenger will be in addition to the published fares and charges. The service charges, fees and other collectible charges due to the changes in any circumstances imposed by KE will be also collected in addition to the published fares and charges. If a new tax, fee or charge is imposed even after ticket issuance, a passenger will be obliged to pay it.

5. Currency of Payment and Applicable Exchange

1) Currency of Payment

Subject to currency exchange laws, government regulations and acceptability to KE, payment of fares and charges may be made in a currency other than the currency in which the fares or charges is published.

2) Applicable Rate of Exchange

The rate of exchange notified by International Air Transportation Association (IATA) will be used to convert the published fare or charge into the selling currency unless any conditions specified in applicable tariffs.

ARTICLE 6 REVISED ROUTINGS, FAILURE TO CARRY AND MISSED CONNECTIONS

1. Changes Requested by Passenger

- 1) At the passenger's request, KE will effect a change in the routing (other than the point of origin), carrier(s), class(es) of service (First class, Prestige class,

Premium class, Economy class), destination, fare or validity specified in an unused ticket, (electronic) flight coupon(s) or EMD by issuing a new ticket, provided that;

- a. KE issued the original ticket, EMD, or
 - b. KE has received written or authorized electronically to do so from the carrier entitled to effect the change.
- 2) When the rerouting results in a change of fare, the new fare and charges shall be calculated as provided in the applicable tariffs.
 - 3) The expiration date of any new ticket issued for a revised routing will be the same as that of the original ticket or EMD.

2. Involuntarily Revised Routings

- 1) In the event KE cancels a flight, causes major disruptions to Passenger's entire itinerary by failing to operate normally, fails to arrive at the destination or the stopover point, fails to provide confirmed seat, or if Passenger is refused carriage as prescribe in Article 9. 1., KE will take one of the following actions, and the same shall apply to the carriage reservation under the charter agreement.
 - a. carry the passenger in another flight of KE on which space is available,
 - b. endorse to another carrier or other transportation service the unused portion of the ticket for the purpose of rerouting,
 - c. reroute the passenger to the destination or point of stopover shown on the ticket or applicable portion thereof by its own or other transportation services; or
 - d. make involuntary refund in accordance with Article 13. 3.
- 2) In the event a passenger misses an onward connecting flight of KE on which space has been reserved for him because the delivering carrier did not operate its flight according to schedule, or changed the schedule of such flight, the delivering carrier will arrange for the carriage of the passenger or make other arrangements and KE shall not be liable for such missed connection.
- 3) An involuntarily rerouted passenger shall be entitled to retain the free baggage allowance applicable to the class of service originally paid for. This provision shall

apply even though the passenger may be transferred from a higher class of service to a lower class of service and is entitled to a fare refund.

ARTICLE 7 RESERVATIONS

1. General

A ticket will be valid for the flight(s) for which reservation(s) shall have been made, and only between the points named on the ticket or applicable (electronic) flight coupons. A passenger holding an unused open-date ticket or portion thereof, or EMD, or who wished to change his ticketed reservations to other reservations shall not be entitled to any preferential right with respect to the obtaining of reservations.

2. Conditions of Reservations

- 1) A reservation for space on a given flight is valid when the availability and allocation of such space is confirmed by a reservations agent of KE, and a record of the confirmed space is reflected in KE's reservations system. Whenever a passenger fails to purchase a ticket for the reserved space by the time fixed by KE, KE will cancel the reservations at any time without notice.
- 2) KE may change pre-assigned seat without any notice under unavoidable circumstances such as flight cancellation, delay or change of aircraft. KE does not guarantee allocation of any particular space in the aircraft.

3. Reconfirmation of Reservations

- 1) Onward or return reservations may be subject to the requirement to reconfirm the reservation within specified time limits. KE will advise you when KE require reconfirmation, and how and where it should be done. If it is required and you fail to reconfirm, KE may cancel your onward or return reservations. However, if you advise KE you still wish to travel, and there is space on the flight, KE will reinstate your reservations and transport you. If there is no space on the flight KE will use reasonable efforts to transport you to your next or final destination.
- 2) You should check the reconfirmation requirements of any other Carriers involved in your journey with them. Where it is required, you should reconfirm with the carrier whose code appears for the flight in question on the Ticket.

4. Communication Charges

The passenger will be charged for any communication charge paid or incurred by KE for telephone, telegraph, radio or cable arising from a special request of the passenger

concerning a reservation.

5. Cancellation of Reservations

- 1) Please be advised that in the event you do not show up for confirmed flight without advising KE in advance, KE may cancel your return or onward reservations. However, if you do advise KE in advance, KE will not cancel your subsequent flight reservations.
- 2) KE may, at its own discretion, cancel a part of the passenger's reservations without notice to the passenger or its agent if two or more seats are reserved for the passenger in the same reservation record and if:
 - a. multiple reservations have identical on-board segment as well as boarding date;
 - b. it is reasonably considered that passenger cannot use all of the flights because the on-board segments are identical and each boarding date is within 7 days of the earliest departure date;
 - c. it is reasonably considered that the passenger cannot use all of the reserved flights.

6. Reservation Cancellation by Passenger and No-Show Penalty

- 1) A passenger who wishes to cancel his or her confirmed seat must notify KE or its authorized agent of the cancellation by the scheduled departure time of the flight.
- 2) When a passenger does not notify the KE of cancellation by the scheduled departure time and fails to use his or her confirmed space or do not board their flights after completion of the check-in process, the KE will collect a no-show penalty as separately stipulated by KE. The additional no-show penalty will be charged to passengers who cancel boarding after entering the departure area.

7. Personal Information

A passenger or its agent should furnish KE with the required passenger's personal information (name, telephone number, address, credit card number, etc.) for requesting flight reservation or any other services that may or may not be provided through KE.

In order to provide the requested services or products, KE may share the passenger's personal information with any of its own offices, its agents, other carriers, other affiliated companies, and the providers of services, and that may provide the passenger's personal information with the government authorities or other agencies concerned to comply with all laws, regulations, orders, demands of countries to be flown from, to or over.

ARTICLE 8 CHECK-IN/BOARDING**1. Check-in Deadlines**

Passenger must check in no later than the cut-off times notified by Korean Air website(www.koreanair.com) and e-ticket receipt. KE has the right to deny boarding to any Passengers who fails to complete check-in within the applicable check-in time limits for Passengers and/or Baggage.

2. Boarding Deadlines

- 1) You must be present at the boarding gate no later than the time specified by KE when you check in.
- 2) KE may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

3. Liability

KE will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

ARTICLE 9 REFUSAL AND LIMITATION OF CARRIAGE, ETC**1. Right to Refuse Carriage**

- 1) KE, in its reasonable discretion, may refuse to carry a passenger and his or her baggage, if it has notified the passenger that it would not at any time carry such passenger on its flights.
- 2) KE will refuse carriage or deplane en route passenger and his or her baggage, if one or more of the following have occurred or it reasonably believes may occur:
 - a. The passenger has failed to observe the instructions or requirements by the government authority concerned or KE with respect to safety or security;
 - b. Such action is necessary in order to comply with any applicable government laws, regulations, or orders;
 - c. The carriage of passenger or baggage may endanger or affect the safety, health, or materially affect the comfort of other passenger or crew;
 - d. At the time of check-in, issuance of boarding pass and any relevant process, if a passenger shows threatening, aggressive, abusive, insulting, and/or disruptive behavior;
 - e. The mental or physical state of passenger, including the impairment from

- alcohol or drugs, presents a hazard or risk to himself or herself, to other passenger, to crew, or to property;
- f. If an accompanying animal other than service dog is suspected to disturb other passengers or cause harm by making loud noises (barking, etc.) continuously;
 - g. The passenger has committed misconduct such as obstructing safe operation or causing discomfort or inconvenience to other passengers on a previous flight, and there is a possibility that such misconduct may be repeated;
 - h. The passenger has refused to surrender his or her identification upon request by KE or its designated agent in order to check if he or she is the person named on his or her ticket, or he/ she fails to identify by himself or herself;
 - i. The passenger has refused to submit to a security check for his or her person or property;
 - j. If passenger attempts to enter or transit into a country with insufficient documents or destroys/alters/counterfeits documentation or refuses to submit travel documents to be held by KE in exchange of a receipt upon KE's request;
 - k. The passenger presents a ticket that has been acquired unlawfully, has been purchased from an entity other than KE or its authorized agent, or has been reported as being lost or stolen, or is a counterfeit;
- 3) When flight is overbooked or maximum allowed load of aircraft is overloaded due to KE's responsibility, KE may request or look for volunteers to be offloaded. Despite of KE's attempt to minimize the number of involuntary denied boarding passengers but if involuntary denied boarding is inevitable, KE may select the following passengers to be offloaded in sequence: airline staffs who are not directly relevant to flight operation, passengers who do not have confirmed tickets, passengers with confirmed tickets. Any disputes arising from this procedure may be settled according to any applicable government laws and international conventions. However, unaccompanied minors, incapacitated persons, pregnant women, passengers with illness or passengers who need special assistance are excluded from involuntary denied boarding list.
- 4) Due to unforeseeable causes for which KE is not liable, when maximum allowed load of aircraft is reduced, KE may select passenger or baggage to be offloaded in order to meet the allowed load of aircraft. However, KE may select the following passengers to be offloaded in sequence: airline staffs who are not directly relevant to flight operation, passengers who do not have confirmed tickets, passengers with confirmed tickets. However, unaccompanied minors, incapacitated persons, pregnant women, passengers with illness or passengers who need special assistance are excluded from involuntary denied boarding list.

- 5) KE will make refund for the unused portion(s) of ticket in accordance with the provisions in Article 13. 3. herein, for the passenger who is refused carriage or disembarked en route for one of the reasons in Subparagraphs "1" through "4" above.

2. Conditional Acceptance of Carriage

- 1) KE will carry, subject to the applicable tariffs and the related regulations, a passenger whose status, age, or mental or physical condition may involve any hazard or risk to himself or herself, on the condition that it will not be liable for any injury, illness or disability or any aggravation or consequences thereof, including death, caused by such status, age, or mental or physical condition.
- 2) Passengers who are unaccompanied minors, incapacitated persons, pregnant women, passengers with illness or passengers who need special assistance, shall notify KE in advance and KE shall try its best to assist such passengers. However, due to any applicable laws, regulations or orders, aircraft facilities, and, etc, carriage of such passengers may be limited.
- 3) The passenger with disabilities who has advised KE of the disability and any special requirements in advance and been accepted by KE, shall not subsequently be refused carriage on the basis of such disability or special requirements.

3. Carriage of Unaccompanied Children and Infants

- 1) Children under 5 years of age and Infants will not be accepted for travel unless accompanied by a parent or guardian, 18 years of age or older.
- 2) Children over 5 years of age and under 12 years of age, who are not accompanied in the same compartment by a passenger of 18 years of age or older, will be accepted for carriage subject to advanced approval from KE, and only under the following conditions:
 - a. KE online operating route only
 - b. At the time of reservation, parents or guardians must provide detailed information of the other parent or guardian who will be at the destination airport to pick up the minor passenger upon arrival.
 - c. Parents or guardians must stay with the minor passenger until the completion of check-in process. A signed documentation must also be provided to show proof

that the other parent or guardian will be present at the destination airport to pick up the minor passenger.

- d. All other KE conditions and fare regulations must be adhered to and Additional Unaccompanied Minor Service charge shall apply.
- 3) Unaccompanied Minor Service is available for passengers between the age of 12 and under the age of 17 depending on the passenger's decision. However, all of the conditions listed under Subparagraph 2) above must be met and also subject to advanced approval from KE. Similar conditions, rules and regulations may apply depending on the various different countries and airports therein.
- 4) Passengers should comply with each departing and arrival countries' specific rules and regulations. KE will not be liable in any manner for a passenger's failure to those respective rules and regulations.

4. Code of Conduct in Cabin

- 1) If a passenger misconducts himself or herself in cabin as below, KE may take necessary actions as it deems necessary to prevent continuation of such conduct, including restraint. Such passenger may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed inside the aircraft;
 - a. The passenger endangers the aircraft or any person or property on board;
 - b. The passengers fails to comply with any instructions or requirements of the crew including but not limited to those with respect to smoking(including e-cigarette), alcohol, drug consumption or disruptive behavior;
 - c. The passenger behaves in a manner which causes or is likely to cause discomfort, inconvenience, damage or injury to other passengers or the crew;
- 2) The passenger shall be liable for any damages incurred as a result of any of the conducts referred to in Subparagraph 1) above.

5. Electronic Devices

For safety reasons, KE may prohibit or restrict the use of electronic equipments, including but not limited to mobile phones, remote controlled toys, radio transmitters, etc.

ARTICLE 10 BAGGAGE

1. Baggage Rules and Excess Baggage Charges

- 1) Depending on the fare paid by the passenger, baggage can be checked in for free and carried on board the aircraft. Free baggage allowance standard (size, weight and quantity) notified on Korean Air website (www.koreanair.com) and E-Ticket itinerary applies, and in case of exceeding this, the notified excess baggage fee will be charged.
- 2) Wheelchairs or other assistive devices used by passengers with reduced mobility may be transported free of charge apart from the free baggage allowance that is notified on Korean Air website (www.koreanair.com).
- 3) When a passenger travels on a combined class fares,
 - a. Unless specified in applicable tariffs, the baggage allowance on each portion of travel shall be that applicable to the class of service for which the fare is paid.
 - b. When a passenger who travels on a lower class of service than he or she has paid for, for reasons attributable to KE, the free baggage allowance will be that applicable to the class of service that he or she originally paid for.
 - c. When a passenger who travels on a higher class of service than he or she has paid for, for reasons attributable to KE, the free baggage allowance will be that applicable to the class of service that he or she originally paid for.
- 4) At the passenger's option, excess baggage charges will be payable either at the point of origin for the entire journey via stopover points to final destination (even though baggage may not be checked-in through to final destination in some cases), or at the points of origin to the point of stopover, in which case, when trip resumed, the charges will be payable from the point of stopover to the next point of the stopover or destination.
- 5) When KE fails to fulfill all or part of the contract of carriage, or a passenger cancels his confirmed space before the departure time of the flight, the full amount of excess baggage charge paid will be refunded.

2. Free Baggage Allowance for Passenger

Except for cases with separate regulations on applicable tariff, passengers can check their baggage for free in accordance with the conditions and limit stated on the airline's regulations. The limit on the number and the size of free baggage allowance can be found on flight tickets and the Korean Air website.

3. Carriage of Baggage

- 1) Checked-in baggage will be carried in the same aircraft as the passenger unless such carriage is impracticable due to safety, security, space, or other reasons, in which event KE will move the baggage on the next preceding or subsequent flight on which space is available.
- 2) In the event that an individual attempts to check baggage after the allotted check in time that is notified on Korean Air website (www.koreanair.com) and on the e-ticket receipt has passed, KE reserves the right to refuse acceptance of said baggage.
- 3) KE reserves the right to refuse the loading or transport of any baggage in which its owner is not the name listed on the ticket or boarding pass or that is consigned to passenger by 3rd party, and furthermore KE reserves the right to claim all losses and expenses resulting from said baggage against its owner and the passenger who presented the baggage to KE to be checked-in.

4. Baggage Transport Restrictions

- 1) All checked-in baggage must be properly packed in suitcase or similar container in order to ensure safe carriage with ordinary care in handling. Electronics such as laptop computers, camcorders, cameras, mobile phones, MP3 players etc. and fragile or perishable articles, money, jewelry, silverware, negotiable papers, securities or other valuables, samples or business documents should not be placed in.
- 2) Passenger must not include in his or her baggage articles which are likely to endanger the aircraft, person or property, or which are likely to be damaged by air carriage or which are unsuitably packed, or the carriage of which is forbidden by any applicable laws, regulations or orders of any country to be flown from, into or over.
- 3) If the weight, size or character of baggage renders it unsuitable for carriage on the aircraft, KE, prior to or at any stage of the journey, will refuse to carry the baggage or any portion thereof.
- 4) Carry-on baggage may be limited according to airport conditions, security regulations, or insufficient space.
- 5) KE will not carry baggage until the passenger has paid all applicable charges or has complied with credit arrangements established by KE.

5. Delivery of Baggage

- 1) The passenger shall collect his or her baggage as soon as it is available for collection at the place of destination or stopover.
- 2) Only the bearer of the baggage claim tag, which is provided to the passenger at the time the baggage was checked-in, is entitled to claim the baggage. KE is under no

obligation to ascertain that the bearer of the baggage claim tag is entitled to claim the baggage and KE is not liable for any loss, damage or expense arising out of or in connection with its failure so to ascertain. Except as provided in Subparagraph 4) below, delivery will be at the destination shown in the baggage claim tag.

- 3) If the provisions of Subparagraph 2) above are not complied with by a person claiming the baggage, KE will deliver the baggage only on condition that such person established to KE's satisfaction his or her rights thereto and, if required by KE, such person shall furnish adequate security to indemnify KE for any loss, damage or expense which may be incurred by KE as a result of such delivery.
- 4) At the request of the bearer of the baggage claim tag, checked-in baggage may be delivered at the place of departure or an intermediate stopping place upon the same condition provided for in Subparagraph 2) above, unless precluded by government regulations, and unless time and circumstances do not permit. In delivering baggage at the place of departure or at an intermediate stopping place, KE shall be under no obligation to refund any charges paid for such baggage.

Acceptance of baggage by the bearer of the baggage claim tag without written complaint at the time of delivery is presumptive evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

6. Inspection of Baggage

KE has the right, but not the obligation, to verify in the presence of passenger the contents of his or her baggage, and, in the case of unaccompanied baggage and baggage set out in Paragraph 4. 2) and 4.3) above, to open and examine such baggage whether or not the passenger is present. The existence or exercise of such right shall not be construed as an agreement, expressed or implied, by KE to carry such contents as would otherwise be precluded from carriage.

7. Excess Value Charges

- 1) A passenger may declare a value for checked-in baggage in excess of SDR 1,288 (until 27DEC24) or SDR1,519 (as of 28DEC24) for the international carriage to which the Montreal Convention is applied. A passenger may declare a value for checked-in baggage in excess of USD20 (250 French Gold Francs) or its equivalent per kilogram for the international carriage to which the Warsaw Convention or the Warsaw Convention as amended at the Hague,1955 is applied. When such declaration is made, a charge for such excess value will be assessed by KE for the carriage performed by KE at the rate of USD0.50 for each USD100 or fraction thereof, subject to the valuation limits of Subparagraph 3) below.
- 2) Except as otherwise provided in applicable tariffs, excess value charges will be payable at the point of origin for the entire journey to final destination; provided that, if at a stopover en route a passenger declares a higher excess value than that originally

declared, additional excess value charges for the increased value from such stopover point to final destination will be payable.

- 3) No baggage or other property of any one passenger having a declared value in excess of USD5,000 will be accepted for carriage by KE, unless advance arrangement is made.
- 4) In the case of rerouting or cancellation of carriage, the provisions which govern with respect to the payment of additional fares or the refunding of fares shall likewise govern the payment or the refunding of excess baggage charges. But no refund of value charges will be made for the portion of carriage completed.

8. Carriage of Animals

- 1) Animals such as dogs, cats and household birds will be accepted for carriage with the advance agreement of KE, subject to rules and regulations of KE.
- 2) Prohibition or limitation of live animals aboard the aircraft may be enforced according to the age or condition of animals or type of aircraft or flight time, subject to rules and regulations of KE.
- 3) KE will accept carriage of animals subject to rules and regulations of KE if passenger puts those animals into a proper container and obtains valid health and vaccination certificates, entry permits and any other documents each required by any state or country to be flown into or over.
- 4) When animal other than service dog is accepted as animal in cabin or checked-in animal, it should be equipped with container and its food and shall not be included in the free baggage allowance of the passenger. The additional applicable rate shall be applied.
- 5) Service animals accompanying a passenger with a disability to assist such passenger, will be carried free of charge in addition to the free baggage allowance.
- 6) Acceptance for carriage of animals is subject to the condition that the passenger assumes full responsibility for such animal. KE shall not be liable for injury to or loss, delay, sickness or death of such animal or in the event that it is refused entry into or passage through any country, state or territory.
- 7) KE will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person transporting the animal must reimburse KE for any fines, costs, losses or liabilities reasonably imposed or incurred by KE as a result.

ARTICLE 11 CODESHARE SERVICES

1. Applicability to Codeshare Services

One or more flight segments in your itinerary may be operated by other airlines pursuant to contractual codeshare arrangements that allow KE to sell tickets for flights operated by these carriers ("Korean Air Codeshare Partners"). If you purchase a KE ticket, your contract of carriage is with KE regardless of the operating carrier. KE accepts responsibility for the entirety of the codeshare journey for all obligations pursuant to this Contract of Carriage. However, some matters may follow Codeshare Partner's rules that differ from those stated in this contract. In such cases, this Contract of Carriage shall not be applied.

2. Additional Services Provided by KE Codeshare Partners

KE Codeshare Partners may, at their discretion, provide and charge a fee for additional services. Any additional service provided at the discretion of KE Codeshare Partner is not within KE's control, is subject to change at any time, and do not form any part of this Contract of Carriage between KE and its Codeshare Partners.

3. Codeshare Flights with other carriers' flight number and operated by KE

When KE Codeshare Partner sells KE operated flights pursuant to contractual codeshare arrangements, the carrier selling the ticket shall be responsible for the passengers who purchase such tickets.

4. Lengthy Tarmac Delays at U.S Airports

In the case of a Codeshare Flight to or from the United States marketed as KE service but operated by a KE Codeshare Partner, the operating carrier's Contingency Plan for Lengthy Tarmac Delays required under 14 C.F.R. § 259.4, which does not form any part of these Conditions of Carriage, shall apply at covered U.S. airports.

ARTICLE 12 SCHEDULES, DELAYS AND CANCELLATIONS OF FLIGHTS

1. Schedules

- 1) The time shown in the schedule is only an approximation and is neither guaranteed nor part of the contract of carriage. A schedules may change without prior notice and KE assumes no responsibility for connecting flights. KE shall not be held liable for errors or omissions of schedules. No employee, agent or representative of KE is authorized to bind KE by any statements or representations as to the dates or times of departure or arrival, or of the operation of any flight.
- 2) When KE accepts any passenger's booking, KE will notify the passenger of the

scheduled flight time in effect as of that time, and it will be shown on the passenger's Ticket. It is possible that KE may change the scheduled flight time subsequent to issuance of any passenger's Ticket. If passengers provide KE with his or her contact information, KE will endeavor to notify the passengers of any such changes of flight time. In case the notice on the changes of the flight time has not been reached to passenger due to the causes attributable to the passenger, including but not limited to providing incorrect contact information or not providing updated contact information, KE shall not be liable for any losses or damages arising out of such result. If, after you purchase your Ticket, KE make a significant change to the scheduled flight time, which is not acceptable to you, and KE is unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund in accordance with Article 13. 3.

2. Cancellations

- 1) KE may, without notice, substitute alternate carrier or aircraft.
- 2) KE may without notice, cancel, terminate, divert, postpone or delay any flight or the further right of carriage or reservation of traffic accommodations and determine if any departure or landing should be made, without any liability except to refund in accordance with these Conditions of Carriage the fare and charges for any unused portion of the ticket:
 - a. because of any fact beyond its control (including, but without limitation, meteorological conditions, acts of God, strikes, riots, civil commotion, embargoes, wars, hostilities, disturbances, or unsettled international conditions), actual, threatened or reported, or because of any delay, demand, condition, circumstances or requirement due, directly or indirectly, to such fact; or
 - b. because of any fact not to be foreseen, anticipated or predicted; or
 - c. because of any government regulation, order, demand or requirement; or
 - d. because of shortage of labor, fuel or facilities, or labor difficulties of KE or others.
- 3) KE may cancel the right or further right of carriage of the passenger and his or her baggage upon refusal of the passenger, after demand by KE, to pay the fare or portion thereof so demanded, or to pay any charge so demanded and assessable with respect to the baggage of the passenger, without being subject to any liability therefore except to refund, in accordance with these Conditions of Carriage, the unused portion of the fare and charge(s) previously paid, if any.

ARTICLE 13 REFUNDS**1. General**

Refund by KE for an unused ticket or portion thereof or EMD will be made in accordance with the following conditions:

- 1) Application for refund should be made during the period of validity of the ticket or EMD, and KE will refuse refund when application therefor is made more than 30 days after expiration date of the ticket or EMD. Also, for tickets issued via a travel agency or another airline, you must request refund from the agency or airline that issued your ticket.
- 2) Person requesting refund must surrender to KE all unused flight coupon(s) of the ticket excluding Electronic Ticket.
- 3) Except as provided below, refund will be made to the person named as the passenger on the ticket or EMD.
 - a. Refund of the tickets or EMD issued:
 - (1) under the Universal Air Travel Plan will be made to the account of subscriber against whose Air Travel Card they were issued.
 - (2) against a Government Transportation Request will be made to the government agency which issued the Government Transportation Request.
 - (3) against a credit card will be made only to the credit card account of the person to whom such credit card has been issued.
 - (4) In case of bank transfer, refund will be processed to the original bank account.
 - (5) For easy payment such as PayPal and Apple Pay, refund will be processed to the original payment method through the payment service provider.
 - b. If, at the time of purchase, the purchaser designates a person to whom refund shall be made, refund will be made to the person so designated.
- 4) Refund made in accordance with this rule to a person representing himself or herself as the person, company or travel agent named or designated in the document presented for refund will be a valid refund and KE will not be liable to the true person for another refund.
- 5) KE may refuse refund on a ticket which has been presented to government officials of a country or to KE as evidence of intention to depart therefrom unless the passenger establishes to KE's satisfaction that he has permission to remain in the country or that he will depart therefrom by another carrier or conveyance.

2. Currency

All refunds will be subject to government laws, rules, regulations or orders of the country in which the ticket or EMD was originally purchased and of the country in which the refund is being made. Subject to the foregoing provisions, refunds will be made in the currency in which the fare was paid, or in lawful currency of Korea or of the country where the refund is made or in the currency of the country in which the ticket or EMD was purchased, in an amount equivalent to the amount due in the currency in which the fares were originally collected. However, when requested to refund in Korea, the refund will be basically made in lawful currency of Korea, which is Korean Won.

3. Involuntary Refund

- 1) For the purpose of this paragraph, the term "Involuntary Refund" means any refund made in the event the passenger is prevented from using the carriage provided for in his or her ticket because of cancellation of flight, inability of KE to provide previously confirmed space, postponement or delay of more than 120 minutes, missed connections due to postponement or delay, omission of a scheduled stop, or refusal to carry under conditions prescribed in Article 9.1.
- 2) The amount of an involuntary refund will be as follows:
 - a. When no portion of the trip has been made, the amount of refund will be the amount of fare paid.
 - b. When a portion of the trip has been made, the amount of refund will be the amount computed as shown in (1) and (2) below,
 - (1) Either an amount equal to the one-way fare less the same rate of discount, if any, that was applied in computing the original one-way fare (or on round trip or circle trip tickets, one-half of the round trip fare less the same rate of discount, if any) and charges applicable to the unused transportation from the point of termination to the destination or stopover point named on the ticket or to the point at which transportation is to be resumed; or
 - (2) the difference between the amount of fare paid and the amount of fare for the transportation used.
 - c. When a passenger holding a ticket for carriage for a higher class of service between an origin and a destination is required by KE to use a lower class of service for any portion of such carriage, the amount of refund will be as follows:
 - a. For One-Way Ticket;
The difference between the fare for the higher class of service and the fare for the lower class of service between the points where the lower class of service is used;
 - b. For Round Trip, Circle Trip or Open-jaw Trip:

The difference between 50% of the round trip fare for the higher class of service and 50% of the round trip fare for the lower class of service between the points where the lower class of service is used, less any discount rate.

4. Voluntary Refund

- 1) The term "Voluntary Refund", for the purpose of this paragraph, means any refund of a ticket or EMD other than "Involuntary Refund" as defined in Paragraph 3. above.
- 2) Some tickets are sold at discounted fares which may be partially or completely non-refundable. You should choose the fare, which fits well to your travel needs. You may also need to ensure that you have appropriate insurance to cover any unexpected instances such as cancelling your ticket.
- 3) The amount of a voluntary refund will be as follows:
 - a. When no portion of the trip has been made, the total refund amount will be finalized, after deducting any applicable service charge, cancellation penalty and/or no-show penalty.
 - b. When a portion of the trip has been made, the total refund amount will be the difference between the full amount of fare paid and the amount of fare used after deducting any applicable service charge, cancellation penalty and/or no-show penalty.
 - c. When the refunding of any portion of ticket would result in such ticket having been used between points where carriage of traffic is prohibited, the refund, if any, shall be determined in accordance with Subparagraph 3). b. above as if such ticket had been used to a point beyond, to which carriage of traffic is not prohibited.
- 4) For flights to and from the U.S., if the passenger is advised by a licensed treating medical professional not to travel by air because they may have or have a serious communicable disease or if a public health emergency has been declared that affects their travel, Korean Air will, in accordance with applicable laws, offer the option of the issuance of a travel voucher in the amount of the unused fare of the ticket, subject to verification of relevant supporting documentation.

ARTICLE 14 GROUND TRANSFER SERVICES

Except as otherwise specified in applicable tariffs, KE does not maintain, operate or provide ground transfer service within airports, between airports, or between airport and downtown. Except where ground transfer service is directly operated by KE, it is agreed that any such service is performed by independent operators who are not and shall not be

deemed to be agents or servants of KE. Anything done by an employee, agent or representative of KE in assisting the passenger to make arrangements for such ground transfer service shall in no way make KE liable for the acts or omissions of such an independent operator. In case where KE maintains and operates for its passenger such ground transfer services, the terms, conditions, rules and regulations of KE, including (but without limitation) those stated or referred to in their tickets, baggage checks and baggage valuation agreements shall be deemed applicable to such ground transfer services. No portion of the fare shall be refundable in the event ground transfer services are not used.

ARTICLE 15 HOTEL ACCOMMODATIONS

1. Hotel Accommodations

- 1) Hotel expenses are not included in passenger fares.
- 2) In the case of layover schedules or other stops on through flights, accommodation expenses may be borne by KE at its discretion.

2. Arrangements made by KE

KE only acts as agent in arranging hotels and other accommodations on behalf of passengers, regardless of whether expenses incurred therein are borne by KE or not. KE shall not be held liable for loss, damage or expense of any nature whatsoever incurred by the passenger at such accommodations.

ARTICLE 16 ADMINISTRATIVE FORMALITIES

1. Compliance with Regulations

The passenger must comply with all laws, regulations, orders, demands or travel requirements of countries to be flown from, into or over, and with all rules, regulations and instructions of KE. KE shall not be liable for any aid or information given by any agent or employee of KE to any passenger in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements or instructions, whether given orally or in writing, or for the consequences to any passenger resulting from his or her failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, or instructions.

2. Passports and Visas

- 1) The passenger must present all exit, entry and other documents required by laws,

regulations, orders, demands or requirements of the countries concerned. KE will refuse carriage to any passenger who has not complied with applicable laws, regulations, orders, demands or requirements, or whose documents are not complete.

KE is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision, and if damage is caused to KE because of passenger's failure to comply with this provision, the passenger shall indemnify KE therefor.

- 2) Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare whenever KE, on government order, is required to return a passenger to his or her point of origin or elsewhere due to the passenger's inadmissibility into a country, whether of transit or of destination. KE will apply to the payment of such fares any funds paid by the passenger to KE for unused carriage, or any funds of the passenger in the possession of KE. The fare collected for carriage to the point of refusal or deportation will not be refunded by KE.

3. Customs Inspection

If required, the passenger must attend inspection of his or her baggage, checked-in or uncheck-in, by customs or other government officials. KE accepts no responsibility toward the passenger if the latter fails to observe this condition. If damage is caused to KE because of the passenger's failure to observe this condition, the passenger shall indemnify KE therefor.

4. Government Regulations

No liability shall attach to KE if KE in good faith reasonably determines that what it understands to be applicable law, government regulation, demand, order or requirement requires that it refuse and it does refuse to carry a passenger.

ARTICLE 17 LIABILITY OF CARRIERS

1. Successive Carriers

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

2. Laws and Provisions Applicable

- 1) International carriage hereunder is subject to the rules relating to liability and limitations established either by the Warsaw Convention or by the Warsaw Convention as amended at The Hague, 1955, or by the Montreal Convention. The definition of

"international carriage" is set forth in the applicable international convention. For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein.

- 2) To the extent not in conflict with the provisions of Subparagraph 1) above, all carriage and other services performed by KE are subject to:
 - a. applicable laws (including national laws implementing the Convention or extending the rules of the Convention to carriage which is not "international carriage" as defined in the Convention), government regulations, orders and requirements.
 - b. these Conditions of Carriage and applicable tariffs and regulations which may be inspected at any of its offices and in any airport from which it operates regular services.
- 3) Carrier's name may be abbreviated in the ticket and carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket; and for the purpose of the Convention, the agreed stopping places are those places, except the place of departure and the place of destination, set forth in the ticket and any conjunction ticket issued therewith or shown in carrier's timetables as scheduled stopping places on the passenger's route. A list giving the full name, and its abbreviation of each carrier is set forth in applicable tariffs.

3. Limitation of Liability and Reservation of Rights of Recourse

Except as the Convention or other applicable law may otherwise require:

- 1) KE is not liable for any death, injury, delay, loss or claim of whatsoever nature (hereinafter in this Conditions of Carriage collectively referred to as "damage") arising out of or in connection with carriage or other services performed by KE incidental thereto, unless such damage is proved to have been caused by the negligence or willful fault of 2)KE and there has been no contributory negligence of the passenger.
- 2) Under no circumstances will KE be liable for damage to unckecked-in baggage not attributable to the negligence of KE. Assistance rendered to the passenger by KE's employees in loading, unloading or transshipping unckecked-in baggage shall be considered as gratuitous service to the passenger.
- 3) KE is not liable for any damage directly and indirectly arising out of compliance with laws or with government regulations, orders or requirements, or from failure of the passenger to comply with same, or out of any cause beyond KE's control.
- 4) With respect to carriage performed by KE and with respect only to claims made by passengers of KE or members of their families, but not with respect to any claim made by or on behalf of any other party:

- a. KE shall not invoke the limitation of liability in Article 22(1) of the Warsaw Convention as amended at the Hague, 1955 as to any claim for recoverable compensatory damages arising under Article 17 of the Warsaw Convention as amended at the Hague, 1955.
 - b. KE shall not avail itself of any defense under Article 20(1) of the Warsaw Convention as amended at the Hague, 1955 with respect to that portion of such claim which does not exceed SDR128,821 (until 27DEC24) or SDR151,880 (as of 28DEC24).
 - c. Except as otherwise provided in Paragraphs a. and b. hereof, KE reserves all defenses available under the Convention to any such claim. KE also reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
 - d. Neither the waiver of limits nor the waiver of defenses shall be applicable in respect of claims made by public social insurance or similar bodies (except with respect to any such bodies of the United States) however asserted. Such claims shall be subject to the limit in Article 22(1) and to defenses under Article 20(1) of the Warsaw Convention as amended at the Hague, 1955.
 - e. The sum mentioned in terms of SDR in Subparagraph b. above shall mean the Special Drawing Rights as defined by the International Monetary Fund. Conversion of the sum into national currencies shall, in case of judicial proceedings, be made according to the exchange rate of such currencies applicable on the date of final judgement by the court, or, in case of other than judicial proceedings, according to the exchange rate of such currencies applicable on the date when the damages to be paid is agreed upon.
- 5) The foregoing waiver by KE of the Warsaw Convention as amended at the Hague, 1955 Article 22(1) limit of liability and waiver of Article 20(1) defenses up to SDR128,821 (until 27DEC24) or SDR151,880 (as of 28DEC24), as set forth in Subparagraphs 4) a. and 4) b. respectively, shall not apply with respect to any claim made by or on behalf of any passenger or person who has wilfully caused the death, wounding or other bodily injury of passenger. As to such claims, KE reserves the right to assert all defenses available under the Convention and other applicable law.
- 6) In any event liability of KE for delay of passenger shall not exceed the limitation set forth in the Convention.
- 7) Any liability of KE for delay, damage or lost baggage is as follows, and depreciation is applied.
- a. Any liability of KE except b. below is limited to 250 French Gold Francs or its equivalent (the United States equivalent is approximately USD 20) per kilogram

in the case of checked-in baggage, and 5,000 French Gold Francs or its equivalent (the United States equivalent is approximately USD400) per passenger in case of unchecked-in baggage or other property. In the event of delivery to the passenger of part but not all of his or her checked-in baggage, or in the event of damage of part but not all of such baggage, the liability of KE with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of weight, notwithstanding the value of any part of the baggage or contents thereof.

- b. The liability of KE is SDR1,288 (until 27DEC24) or SDR1,519 (as of 28DEC24) checked-in and unchecked-in baggage where the Montreal Convention applies to your journey. In case of unchecked-in baggage, including personal items, the carrier is liable if the damage resulted from its fault or that of its servants or agents.
- c. When a higher value is declared for checked-in baggage in advance and additional charges are paid pursuant to applicable tariffs. The liability of KE shall be limited to such higher declared value. Under any circumstances, KE's liability will not exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
- 8) KE is not liable for damage to a passenger's baggage caused by property contained in the passenger's baggage. Any passenger whose property caused damage to another passenger's baggage or the property of KE shall indemnify KE for all losses and expenses incurred by KE as a result thereof.
- 9) KE is not liable for loss, damage to, or delay in the delivery of electronics such as laptop computers, camcorders, cameras, mobile phones, MP3 players etc. and fragile or perishable articles, money, jewelry, silverware, negotiable papers, securities or other valuables, business documents or samples which are included in the passenger's checked-in baggage, whether with or without the knowledge of KE. Except however that this limitation on liability does not apply to flights to or from the United States. In this case the passenger is required to provide evidence as to the existence and the value of the lost item in order to establish his or her right to damages and KE is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage.
- 10) KE may refuse to accept any articles which do not constitute baggage as such item is defined herein, but if delivered to and received by KE, such article shall be deemed to be within the baggage valuation and limit of liability, and shall be subject to the published rates and charges of KE.
- 11) When KE issues a ticket or checks baggage for carriage over the lines of another

carrier, KE does so only as agent of such carrier except with respect to codeshare flights. KE shall not be liable for the death, injury or delay of a passenger or the loss, damage or delay of unchecked-in baggage, not occurring on its own line; and KE shall not be liable for the loss, damage, or delay of checked-in baggage not occurring on its own line, except that the passenger shall have a right of action for such loss, damage or delay on the terms herein provided against KE, when KE is the first carrier or the last carrier under the agreement to carry.

- 12) KE shall not be liable in any event for any consequential or special damage arising from carriage subject to these Conditions of Carriage and applicable tariffs, whether or not KE had knowledge that such damage might be incurred.
- 13) Any exclusion or limitation of liability of KE under these Conditions of Carriage and applicable tariffs shall apply to agents, servants or representatives of KE acting within the scope of their employment and also to any person whose aircraft is used by KE for carriage and his or her agent, servants or representatives acting within the scope of their employment.

4. Reasons for Claims or Actions

In the carriage of passenger and baggage, any action for damages, however founded, whether in contract or in tort or otherwise, can only be brought subject to the conditions and limits set out in the Convention. However, the Convention shall not affect in determining the persons who have the right to bring suit and what are their respective rights.

ARTICLE 18 TIME LIMITATIONS ON CLAIMS AND ACTIONS

1. Time Limitation on Claims

No actions shall lie in the case of damage to baggage unless the person entitled to deliver claim to an office of KE forthwith after the discovery of the damage or pilferage. Claims should be made at the latest within 7 days from the date of receipt; and, in the case of delay or loss, unless the claim is made at the latest within 21 days from the date on which the baggage has been placed at his or her disposal. Every claim must be in writing and dispatched within the time aforesaid.

2. Time Limitation on Actions

All claims or rights to damages against KE shall be extinguished unless an action is brought within a period of 2 years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

ARTICLE 19 OVERRIDING LAW

Insofar as any provision contained against or referred to in the ticket or in the Conditions of Carriage or other applicable tariffs may be contrary to mandatory law, government regulations, orders or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. The invalidity of any provision shall not affect any other part.

ARTICLE 20 MODIFICATION AND WAIVER

No agent, servant or representative of KE has authority to alter, modify or waive any provision of the contract of carriage or of these Conditions of Carriage or other applicable tariffs.

ARTICLE 21 ORIGINAL COPIES OF CONDITIONS OF CARRIAGE

The original copies of KE's General Conditions of Carriage for International Passenger and Baggage shall be those published in English.