

General Conditions of Carriage

For Domestic Passengers and Baggage

2023-06-12

EASTAR JET

CONTENTS

CHAPTER 1	GENERAL	3
ARTICLE 1	DEFINITIONS	3
ARTICLE 2	APPLICABILITY OF CONDITIONS OF CARRIAGE	4
ARTICLE 3	CHANGE OF CONDITIONS OF CARRIAGE AND OTHERS	5
ARTICLE 4	PUBLICATION	5
ARTICLE 5	PASSENGER'S CONSENT	5
ARTICLE 6	GOVERNING LAW AND JURISDICTION	5
ARTICLE 7	CHANGE AND CANCELLATION OF FLIGHT SCHEDULE	5
ARTICLE 8	INSTRUCTIONS BY AIRLINE'S EMPLOYEE	6
CHAPTER 2	PASSENGERS	6
ARTICLE 9	ISSUANCE OF TICKET	6
ARTICLE 10	EFFECTIVENESS OF TICKET	6
ARTICLE 11	PERIOD OF TICKET VALIDITY	7
ARTICLE 12	THE TERM OF VALIDITY OF THE TICKET MAY NOT BE EXTENDED	7
ARTICLE 13	PASSENGER FARES AND CHARGES	7
ARTICLE 14	APPLICABLE FARES AND CHARGES	7
ARTICLE 15	ROUND-TRIP FARE	7
ARTICLE 16	FREE OF CHARGE AND DISCOUNT	7
ARTICLE 17	FARES IN THE EVENT THAT A PERSON RESERVES TWO OR MORE SEATS	8
ARTICLE 18	TAX, USAGE FEE AND CHARGES	8
ARTICLE 19	RESERVATIONS AND PRIOR SEAT SELECTION	8
ARTICLE 20	ITINERARY CHANGE AND CHARGES FOR CHANGE	9
ARTICLE 21	ADVANCED RESERVATION CANCELLATION AND CANCELLATION CHARGES	9
ARTICLE 22	REFUND	10
ARTICLE 23	PASSENGER'S ARRIVAL AT AIRPORT	11
ARTICLE 24	UNAUTHORIZED BOARDING	11
ARTICLE 25	REFUSAL AND LIMITATIONS OF CARRIAGE, ETC.	11
CHAPTER 3	BAGGAGE	13
ARTICLE 26	CHECKED AND UNCHECKED BAGGAGE	13
ARTICLE 27	TRANSPORTATION OF BAGGAGE	13
ARTICLE 28	INSPECTION OF BAGGAGE	13
ARTICLE 29	REFUSAL OR RESTRICTION TO TRANSPORT	13
ARTICLE 30	FREE BAGGAGE ALLOWANCE	14
ARTICLE 31	CARRIED IN CABIN	14
ARTICLE 32	EXCESS BAGGAGE CHARGES	15
ARTICLE 33	REFUND OF EXCESS BAGGAGE CHARGES	15
ARTICLE 34	EXCESS VALUE CHARGE	15
ARTICLE 35	CARRIAGE OF SPECIFIC ANIMALS	15
ARTICLE 36	DELIVERY OF CHECKED BAGGAGE	16
ARTICLE 37	LOST BAGGAGE CLAIM TAG	16
ARTICLE 38	DISPOSAL OF UNDELIVERED BAGGAGE	16
CHAPTER 4	LIABILITY OF AIRLINE	16

ARTICLE 39	LIABILITY OF AIRLINE	16
ARTICLE 40	NOTIFICATION RELATED TO PARTIAL LOSS OR DAMAGE OF CHECKED BAGGAGE ...	18
ARTICLE 41	PASSENGER'S LIABILITY TO CARRIER.....	18
ARTICLE 42	TIME LIMITATION ON ACTIONS.....	18
ARTICLE 43	ORIGINAL COPIES OF CONDITIONS OF CARRIAGE	18
ARTICLE 44	MARGINAL HEADINGS	18

CHAPTER 1 GENERAL

ARTICLE 1 DEFINITIONS

The definition of terms used in the provision is as follows.

1. "Domestic Passenger Carriage" (hereinafter referred to as "Carriage") means, irrespective of whether performed for compensation or gratuitously, a carriage in which, according to the contract of carriage, the place of departure, the place of destination and any other place(s) of landing are situated wholly within the territory of the Republic of Korea.
 2. "Passenger" means a person, excluding the crew, who is being or who is to be transported by an aircraft under the consent of the Carrier.
 3. "Carriage", as a synonym of transportation, means air transportation of Passenger or Baggage provided at a cost or free or charge.
 4. "Carrier" means the air carrier and includes air carrier that issues Tickets and air carrier that transports Passenger or Baggage pursuant to the said Ticket or that has been delegated to execute other services related to the air carriage concerned.
 5. "Gratuitous Carriage" means air carriage of Passenger or Baggage separately designated by the airline to be transported at no cost without paying the Passenger fare stipulated by the airline for general air carriage.
 6. "Ticket" means an electronic document or paper document (including Itinerary Receipt), issued by Eastar Jet Airlines (hereinafter referred to as "Airline") or a representative designated by the Airline (hereinafter referred to as "Agent") for the carriage of Passengers on the domestic route(s) in accordance with the Conditions of Carriage, which contains details recorded in the Airline's database.
 7. "Reservation" means Passengers reserving the carriage schedule and completing the payment of fares and charges for the carriage section concerned.
 8. "Itinerary Receipt" means a document or documents issued by the Airline to Passengers that contains the Passenger's name, flight information and notices.
 9. "Regular Fare" means the undiscounted fare which Carrier applies to the Carriage of Passenger.
 10. "Discount Fare" means Passengers' fares that the Airline flexibly adjusts and operates according to Reservation time based on Regular Fares.
 11. "Event Fare" is one that the Airline operates based on additional sale condition in special periods.
 12. "Round Trip" means travel from one point to another and return to the point of origin either by the same route as that used for the outbound journey or by the different route from that used for the outbound journey, provided that the same one-way fare applies to the outbound and inbound routings.
 13. "Closing Time of Boarding" means the time assigned by the Airline for Passenger to complete the boarding and receipt of Ticket and refers to 30 minutes before the expected departure
-

time of flight.

14. "Group Passengers" means a party of ten or more Passengers traveling together at the same time, provided that the Reservations of all the Passengers have been applied for in advance at the same time.
15. "Adult" means a Passenger who is 13 years of age or over at the time of boarding.
16. "Child" means a Passenger who is 2 years of age or over but under 13 years of age at the time of boarding.
17. "Infant" means a Passenger who is under 2 years of age at the time of boarding.
18. "Baggage" means, checked or unchecked, such ARTICLES, effects and other personal property of a Passenger as are carried in connection with the Passenger's trip.
19. "Checked Baggage" means Baggage which a Passenger wishes to be checked and for which the Airline has issued a Baggage Claim Tag and/or excess baggage ticket.
20. "Carry-on Baggage" means Baggage other than Checked Baggage.
21. "Excess Baggage" means Baggage in excess of the free baggage allowance of a Passenger as permitted by the Airline.
22. "Baggage Claim Tag" means a document issued by the Airline for the carriage of Checked Baggage of the Passenger.
23. "SDR" means Special Drawing Right stipulated by the International Monetary Fund ("IMF").
24. "Itinerary Change" means changing the departure date and time of the air carriage schedule that a Passenger has reserved.

ARTICLE 2 APPLICABILITY OF CONDITIONS OF CARRIAGE

1. This General Conditions of Carriage apply to domestic carriage of Passenger and Baggage by scheduled and charter flight, and all services incidental thereto performed by the Airline. However, for the charter flight, a separate charter agreement prevails and with regards to items not specified in the charter agreement, this General Conditions of Carriage will be applied.
2. Where a special agreement is made with respect to a certain ARTICLE in these Conditions of Carriage, such special agreement precedes over such ARTICLE.
3. The Carriage of Passenger and Baggage is subject to this General Conditions of Carriage and the ARTICLES and regulations established thereunder applicable to the air Carriage schedule in effect on the date a Passenger makes a Reservation.
4. With respect to Gratuitous Carriage, the Airline shall reserve the right to exclude the entire or partial application of this General Conditions of Carriage.
5. The Passenger, by accepting Carriage pursuant to a charter agreement as provided in Paragraph 1 above, is regarded as having agreed to this General Conditions of Carriage.

ARTICLE 3 CHANGE OF CONDITIONS OF CARRIAGE AND OTHERS

1. This General Conditions of Carriage and provisions established on the basis of this General Conditions of Carriage may be changed without prior notice in the event that they are required due to relevant law, instructions and/or requirements by the government authorities, service improvement and others.
2. Section 1 of this Article is not applicable to Passengers who have made Reservations prior to such amendment.
3. Except section 1 of this Article, prior notice should be provided for the amendment of this General Conditions of Carriage and the provisions established on the basis of this General Conditions of Carriage, by posting on the website and other methods.

ARTICLE 4 PUBLICATION

Fares table, table of charges, the General Conditions of Carriage, damage relief plan and relevant documents required for application of damage relief shall be made available to Passengers in the Airline's branch or the its sales office.

ARTICLE 5 PASSENGER'S CONSENT

It shall be assumed that a Passenger has recognized and consented to these Conditions of Carriage and the ARTICLES and regulations established thereunder by purchasing a domestic Ticket of the Airline.

ARTICLE 6 GOVERNING LAW AND JURISDICTION

1. These Conditions of Carriage shall be construed in accordance with the law of the Republic of Korea, and to any other matter that is not provided for herein shall be governed by the applicable laws of the Republic of Korea.
2. The jurisdiction of any action, concerning the Carriage performed pursuant to these Conditions of Carriage, regardless of nationality of the claimant or the existence of such claim's basis, shall be subject to the courts of the Republic of Korea and the legal procedures of such action shall be in accordance with the laws of the Republic of Korea.

ARTICLE 7 CHANGE AND CANCELLATION OF FLIGHT SCHEDULE

1. The Airline may change and replace the Carrier or aircraft without prior notice.
2. The Airline shall notify the scheduled flight time valid at the point when the Passenger makes a Reservation and shall indicate it on the Ticket upon its purchase. The scheduled flight time may be changed even after the Ticket has been issued and in the event the Passenger has provided the contact details, the Airline shall notify such changes. However, the Airline shall not be liable for damages arising out of failure to receive notification for the changes due to the Passenger's circumstances such as not providing valid contact details to the Airline.
3. The Airline may, without notice, change the scheduled flight time of or cancel the flight, suspend the flight or terminate any flight, change the place of departure or destination, make

emergency landings, limit the number of Passengers on board, unload all or part of loaded Baggage, because of laws and regulations, government orders or request, malfunction of equipment and material, adverse weather, labor disputes such as strikes, riots, civil commotion, wars, a natural disaster, Carrier's circumstances, connective relation of Carrier, unexpected maintenance for safe flight, labor, insufficient fuel or equipment or any other circumstances beyond Carrier's control. In such an event, the Airline shall arrange the postponement of boarding in the order of the Airline employees who are not required for flight, Passengers with unconfirmed Reservations and Passengers with confirmed Reservations.

4. The Airline shall not be liable for any damage caused as a result of any one of reasons from Section 1 to Section 3 of this ARTICLE, except for refunds given on the applicable fare or charges for the unused portion of ticket in accordance with the provisions in Section 3 of ARTICLE 22. However, in the event the Carriage is not in performance or delayed due to intentional or negligence of the Airline, the Airline shall be liable in accordance with the standard specified in the relevant Conditions and laws.

ARTICLE 8 INSTRUCTIONS BY AIRLINE'S EMPLOYEE

Passenger shall follow the instruction or demand by the Airline's employee with regard to all acts related to the use of aircraft such as emplaning, deplaning and any other acts or conducts at the airport and on board the aircraft, and to loading, unloading and custody of Baggage.

CHAPTER 2 PASSENGERS

ARTICLE 9 ISSUANCE OF TICKET

1. The Airline shall issue a Ticket and/or Itinerary Receipt when Passenger has paid the applicable fare and/or charges, or has complied with all conditions for credit arrangements established by the Airline.
2. Passenger shall provide to the Airline information such as name, gender, contact details and others required for Ticket issuance.

ARTICLE 10 EFFECTIVENESS OF TICKET

1. Passenger shall use his/her Ticket as instructed or specified therein. Any Ticket shall be invalid if any specification therein is erased or altered by other than the Airline's agent or other person authorized by the Airline to do so, or all or part thereof is mutilated, unless the Airline specially admits its validity for the Ticket.
 2. Ticket shall be valid only when Passenger's name and other Carriage conditions indicated on the Ticket are satisfied.
 3. Ticket shall be non-transferable.
 4. The Airline shall not be liable to the Passenger or any other party for any damage caused as a result of improper or unauthorized use of a Ticket, or false or incorrect information furnished by the Passenger in a Ticket.
 5. The Ticket issued at a fare, which limits the carriage to a specific period, shall be good for passage only during such specific period and on the specific portion(s) to which the fare applies.
-

ARTICLE 11 PERIOD OF TICKET VALIDITY

The ticket of which total portion is not used shall be valid one year from the date of issuance and it shall be valid one year from the first starting date when the trip is started.

ARTICLE 12 THE TERM OF VALIDITY OF THE TICKET MAY NOT BE EXTENDED

Notwithstanding requesting extension of Ticket validity before the expiration date, the Ticket may not be extended, and the Ticket may be refundable within 60days from expiration date stipulated on ARTICLE 22.

ARTICLE 13 PASSENGER FARES AND CHARGES

1. Passenger fares and charges shall be those shown in the Airline's tariffs.
2. The fares and charges shall apply only to Carriage from departure station to arrival station for the Carriage schedule valid on the day the Passenger had made Reservation for.
3. Additional payment is imposed by the Airline for additional services except airline's designated shipping services within the areas that the Passenger is bound to be transported are provided.
4. When the total fares or charges are less than 100KRW, such amount shall be rounded.

ARTICLE 14 APPLICABLE FARES AND CHARGES

1. The applicable fares and charges shall be those in effect at the time of Reservation by the Passenger. (However, when rule is amended exceptionally by the Airline, the applicable fares and charges shall be those in effect at the time of the rule amendment.)
2. Where the fare or charge collected is not the applicable one, the difference, if any, shall be refunded to or additionally collected from the Passenger, when booking is changed by the Passenger.

ARTICLE 15 ROUND-TRIP FARE

The applicable fares for a round trip shall be calculated by adding each fare for departure/arrival trip for the round-trip or one-way trip.

ARTICLE 16 FREE OF CHARGE AND DISCOUNT

1. An infant accompanied by an adult in the same compartment shall be carried free of charge provided that the infant does not occupy a seat.
2. An infant occupying a separate seat shall be deemed as a Child and a child discount in which 5,000KRW is discounted only from the applicable Regular/Some Discount Fare.
3. Individual Passenger may receive discount from an Adult Regular Fare in accordance with the subject stipulated separately by the Airline and with the discount table. However, the Passenger shall prove the eligibility for discount to the Airline before boarding process and discount shall not be applicable retroactively after boarding process and after boarding has been completed.
4. As for Group Passengers, fares and charges may be negotiated under the conditions

stipulated separately by the Airline depending on the boarding area, date of departure and arrival date and time of departure and arrival.

ARTICLE 17 FARES IN THE EVENT THAT A PERSON RESERVES TWO OR MORE SEATS

1. When the Passenger purchases two or more seats at the same time to use them due to physical or other reasons, charges for those seats shall be valid fare for those seats simultaneously at the date of Reservation and may be registered at the Reservation center and the airport branch.
2. Service commission or usage fee and other charges arising from the changes imposed by the Airline applies to each seat that the Passenger has occupied and the airport usage fee applies to each Passenger.

ARTICLE 18 TAX, USAGE FEE AND CHARGES

In addition to the fares and charges specified by the Airline, the applicable fare and/or charge, tax, usage fee, service commission and other incurred charges imposed by the government authority, airport operator and the Airline shall be collected from the Passenger.

ARTICLE 19 RESERVATIONS AND PRIOR SEAT SELECTION

1. Request for seat reservations is available during the flight schedule displayed on the website and mobile of the Airline and such reservation is valid only in the event that the Ticket indicates that the seat is confirmed. In the event the Passenger failed to buy the flight Ticket until the time specified by the Airline after the Passenger has made a Reservation, that Reservation shall be cancelled without notice as it is deemed that the Passenger has no intention to board.
2. Reservation shall be confirmed only when payment has been completed after Reservation and when the Reservation number is assigned, Itinerary Receipt will be issued simultaneously to the customer's e-mail or can be checked via the website.
3. Eastar Jet may, as 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
 - C. It is reasonably considered that the reservation was made with false or fictitious names
 - D. It is reasonably considered that the passenger cannot use all of the reserved flights.
4. Prior Seat selection may be subject to change without prior notice due to inevitable circumstances such as cancellation of flight, delay, change of aircraft model and other reasons and the Airline shall not guarantee the selection of particular seat of the aircraft.
5. Group Reservation for 10 or more persons on the same flight for the same area and same

departure time shall be registered and processed upon separate request.

6. In the event the Passenger requests for Reservation on waiting list due to full Reservation of the expected flight of departure, it can be registered only at the branch of departure airport only for the flight on the said departure date.

ARTICLE 20 ITINERARY CHANGE AND CHARGES FOR CHANGE

1. In the event that the Passenger wants to change the date, flights, routes and destination described on Tickets through the Airline's website can only be made up to before the expected departure time. After that, reservation center and the airport branch changes can be made in accordance with this General Conditions of Carriage and regulations specified hereunder on the condition that seats are available.
2. The Passenger name, area or destination cannot be changed unless such changes are made upon re-purchase after cancellation.
3. In the event of changing the confirmed itinerary due to the Passenger's circumstance, charges for Itinerary Change specified separately by the Airline shall be collected.
4. In the case of group passengers, charges for Itinerary Change specified separately by the Airline shall be collected when changing the itinerary.
5. In the event that the Airline cancels a flight due to reasons other than the circumstance of the Passenger, fails to provide the previously confirmed seat of the Passenger, omits a scheduled stop at the point of the Passenger's departure, stopover or destination as specified in the Ticket or fails to operate the flight normally in accordance with the schedule, the Airline shall either:
 - A. Carry the Passenger and Baggage to the point of stopover or destination on another aircraft or other means of transportation on which space is available, without additional collection,
 - B. Change the date of travel, flight or routing upon request from the Passenger; or
 - C. Refund for the fare and/or charge, if any, in accordance with the provisions in Section 3 of ARTICLE 22 and other related ARTICLES and regulations.
6. Routes and name changes of specific flight Tickets are applied by the stipulated provision of the Airline.

ARTICLE 21 ADVANCED RESERVATION CANCELLATION AND CANCELLATION CHARGES

1. Passengers who decide not to board the flight due to the Passenger's personal circumstances shall notify the Airline's airport office or the sales office on the cancellation of confirmation before the closing time of boarding of the flight concerned.
2. A penalty for dishonoring a Reservation specified separately by the Airline shall be collected from Passengers who do not board the confirmed flight without giving cancellation notice for the scheduled flight prior to the closing time of boarding.
3. As for Tickets with regulation specified separately by the Airline with regards to the cancellation of the Passenger's Reservation, it shall be applicable.
4. In the case of group passengers, charges for Itinerary Change specified separately by the Airline

shall be collected when changing the itinerary.

ARTICLE 22 REFUND

1. Refund for an unused Ticket or portion thereof shall be made in accordance with the following provisions.

A. The application for refund shall be made within 60 days from scheduled departure date and the cancellation penalty based on the Itinerary Cancellation point shall be deducted from the refund amount.

B. Any person who applies for a refund must request a refund in accordance with our regulations and procedures by using the Airline's website, airport branch, reservation center. However, if the ticket is purchased through the agency, the refund will be performed based on the rules and procedures of the relevant agency.

C. Refund will be made to the person named on the Ticket or any other person whom Airline specially admits to be entitled to the refund. However, for Tickets issued with a credit card, refund will be made by cancelling the sales of the credit card concerned.

D. Refund is valid when it is made in accordance with this General Conditions to a person named or designated in the documents acknowledged by the country such as ID, passport or driver license etc. presented for refund after a self-verification has been conducted and Airline shall not be liable for another refund to the rightful person again in such cases.

E. If there is a fee to collect from a passenger, the amount is deducted from the refund amount.

2. Refunds due to the Customer's Circumstances

The amount of refund due to the Customer's Circumstances shall be amount of fare except refund charges paid by the Passenger in the case of entirely unused Ticket according to ARTICLE 21 (Advanced Reservation Cancellation and Cancellation Charges), or the difference, if any, between the full amount of fare paid and the amount of fare and cancellation commission applicable in case of partially used Ticket.

3. Refunds Due to the Other Reason Than Customer's Circumstances

Refund due to the other reason than Customer's Circumstances will be made either when the Airline cancels the flight, fails to provide previously confirmed seats for the Passenger, causes a misconnection of flight, delays or postpones the scheduled departure time of the flight or omits a scheduled stop as shown in the Passenger's Ticket, or when a refund is necessary under the circumstances as set forth in ARTICLE 7 (Change and Cancellation of Flight Schedule) and ARTICLE 25 (Refusal and Limitations of Carriage, etc.). However, with regards to damage suffered by the customer due to reasons not specified above, compensation shall be made as specified by Consumer Dispute Resolution Standard officially announced by the Fair Trade Commission.

A. The full amount of fare and/or charge paid by the Passenger shall be refunded for entirely unused Ticket.

B. In the event that the flight is interrupted after commencement of travel at the point of the Passenger's departure, stopover or destination as specified in the Ticket, the amount of fare

and/or charges in effect on the date of flight between the interruption point and the point of stopover or destination shall be refunded.

ARTICLE 23 PASSENGER'S ARRIVAL AT AIRPORT

1. Passenger must complete the boarding process of the Airline and relevant agency well in advance of the scheduled departure time of the flight. The Airline reserves the right to refuse to carry the Passenger who fails to complete the check in procedures (seat assignment and baggage check in) at least 30 minutes before the scheduled departure time of flight.
2. In no case shall the Airline delay the departure time of the particular flight to wait for the Passenger who fails to arrive in time to complete the procedures or who is not take on board, and the Airline shall not be liable to the Passenger except for a refund, if any, in accordance with the provisions in Section 2 of ARTICLE 22 (Refunds due to the Customer's Circumstances).

ARTICLE 24 UNAUTHORIZED BOARDING

In case of unauthorized boarding, report it to the airport branch or a governmental agency and any of the conducts enumerated hereunder shall be considered to constitute unauthorised passage.

1. In the case that the Passenger boards on the flight with an invalid or forged Ticket, a Ticket issued in the name of someone other than the Passenger, or other Passenger's lost Ticket.

(In accordance with the Aviation Security Act, imprisonment for not more than 10 years or a fine not exceeding 30,000,000KRW)

2. In case that the Passenger boards on the flight with a special Discount Fare by falsely representing him/herself as the eligible for a special fare established by the Airline.

(The passenger shall be charged twice the regular adult fare applicable to the portion of the involved passage)

ARTICLE 25 REFUSAL AND LIMITATIONS OF CARRIAGE, ETC.

1. Right to Refuse of Carriage

A. The Airline, to comply with the law or upon request of government authorities, may refuse to carry the Passenger or his/her Baggage.

B. The Airline may refuse Carriage or deplane the Passenger or his/her Baggage en route, if one or more of the following have occurred or it is reasonably believed that it would occur:

- (1) The Passenger has failed to follow the instructions or requirements by the government authorities or the Airline with respect to safety or security;
- (2) Such action is necessary in order to comply with any applicable government laws, regulations, or orders;
- (3) The Carriage of the Passenger or Baggage may endanger or affect the safety, health, or materially affect the comfort of other Passenger or crew;
- (4) The mental or physical state of the Passenger, including the impairment from alcohol or drugs, may be hazardous to or endanger himself/herself, other Passengers, crew, or property.

- (5) There is a concern for a person engaged in threatening acts, aggressive acts, violent language

or insulting and others during boarding process such as ticketing, capable of causing harm to the safety of other Passengers and to the safe flight of aircraft.

(6) The Passenger has committed misconduct (commotion under influence of alcohol, loud singing, sexual harassment, inflicting harm on employees, unreasonable demands etc.) on a previous flight, and the Airline has reason to believe that such conduct may be repeated.

(7) The Passenger has refused to show his/her identification upon request by the Airline or its designated agent in order to check if he/she is the person named on his/her Ticket, or he/she fails to identify by himself/herself.

(8) The Passenger has refused to submit to a security check for him/her or property.

(9) The Passenger presents a Ticket that has been acquired unlawfully, has been purchased from an entity other than the Airline or its authorized agent, or has been reported as being lost or stolen, or is a counterfeit.

(10) It is deemed that the Passenger cannot travel alone without the help of the third party.

C. In the event that the permissible load of the aircraft has reduced due to inevitable circumstances that the Airline could not foresee in advance, the Airline may designate the minimum Passengers or goods to satisfy the permissible load of the aircraft. However, in such case, the Airline shall determine who will be the person subject to postponement of boarding in the order of the Airline employees who are not required for flight, Passengers with unconfirmed Reservations and Passengers with confirmed Reservations.

D. In the event there is not enough permissible load due to excessive sales or the negligence of the Airline, the Airline may encourage the Passengers to postpone the flight voluntarily. Notwithstanding the Airline's effort to minimize non-voluntary postponement of flight, in the event that non-voluntary postponement of flight has occurred to the Passenger due to lack of Passenger's voluntary postponement, those who subject to flight postponement shall be assigned in the order of the Airline employees who are not required for flight, the Passengers with unconfirmed Reservations and the Passengers with confirmed Reservations. However, in such an event, the Passengers accompanied by children, vulnerable transportation users such as the disabled and pregnant women shall not be subject of the postponement. The Passengers whose flight has been postponed involuntarily shall be compensated in accordance with the Carriage non-fulfillment clause of the Consumer Dispute Resolution Standard.

E. The Passenger who is refused Carriage or disembarked en route for reasons from Paragraphs "(A)" to "(C)" above shall be handled in accordance with the provisions in Section 4 of ARTICLE 7 herein.

2. Conditional Acceptance of Carriage

A. The Airline may carry, according to related conditions and regulations, the Passenger whose status, age, or mental or physical condition may involve any hazard or risk to himself/herself when such Passenger and/or his/her guardian agreed or accepted that the Airline is not liable for any injury, illness, disability or any aggravation or consequences caused by such condition, age or mental or physical condition of the Passenger.

B. Incapacitated persons, pregnant women, passengers with illness or passengers who need special assistance, shall notify Eastar Jet in advance and Eastar Jet 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.

C. The passenger with disabilities who has advised Eastar Jet of the disability and been accepted by Eastar Jet, shall not subsequently be refused carriage on the basis of such disability or special requirement.

3. Conducts in the Aircraft

A. If the Passenger conducts himself/herself aboard the aircraft one of the following, the Airline may take such measures 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 subject to civil or criminal law suit for offences committed on board the aircraft.

(1) Behavior brought about breach of peace including using violent language and singing loudly
(2) The Passenger fails to comply with any instructions or requirements of the crew with regards to acts in the aircraft (including, but not limited to, behaviors with respect to smoking, drinking, drug consumption, commotion)

(3) Behavior causing sexual humiliation

(4) In the event that the Passenger tries to enter a cabin without permission

(5) The Passenger endangers the aircraft or any person or property on board

(6) The Passenger behaves in a manner which causes discomfort, inconvenience, damage or injury to other Passengers or the crew

B. The Passenger shall be liable for any damages incurred as result of any of the conducts referred to in Paragraph A above.

4. Electronic Devices

For safety reasons, the Airline may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular phones, portable televisions, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices including radio controlled toys and walkie-talkies.

CHAPTER 3 BAGGAGE

ARTICLE 26 CHECKED AND UNCHECKED BAGGAGE

The Airline will accept and carry Baggage in accordance with the provisions of these Conditions of Carriage, when Baggage is presented to airport office of the Airline together with a valid Ticket.

ARTICLE 27 TRANSPORTATION OF BAGGAGE

It is a general rule of the Airline that Checked Baggage will be carried on the same flight as the Passenger; however when Airline has inevitable reasons to comply with the general rule, such as the maximum permissible weight or Airline's circumstance, Baggage will be carried on any other flight in which the Checked Baggage can be loaded.

ARTICLE 28 INSPECTION OF BAGGAGE

The Airline may inspect the contents of the Passenger's Baggage in the presence of the Passenger or a third party designated by the Passenger, whenever it is regarded as necessary to do so for the purpose of security or any other reason.

ARTICLE 29 REFUSAL OR RESTRICTION TO TRANSPORT

1. Refusal of Baggage Carriage

Unless otherwise permitted by the Airline, the articles listed below shall not be accepted for Carriage as the Passenger's Baggage and the Airline may refuse to transport the Carriage.

A. Any article in which the loading on aircraft and Carriage is "prohibited" by laws or request of

- government institution.
- B. Any article designated or acknowledged by ICAO, IATA, the Airline and others as articles with concern for causing danger or encumbrance to those on board or other property on aircraft.
- C. Any fragile or improperly packed article.
- D. Currency, banknotes, securities, stamps, jewelry, art works, curios, samples, documents or other high-valued articles shall not be accepted for Carriage as Checked Baggage.
- E. The wheelchair used by a disabled person him/herself shall be carried as a Checked Baggage. (However, the Carriage of electronic wheelchair may be allowed depending on types of battery used under IATA Dangerous Goods Regulation.)

ARTICLE 30 FREE BAGGAGE ALLOWANCE

1. Passengers who have paid the Regular/Discount Fare shall be granted the Checked Baggage allowance of 15kg at no cost. Excess Baggage charge is imposed on Excess Baggage. (However, the Passengers who purchase Tickets with Event Fare shall not be subject to free checked in Baggage and when checking in Baggage, must pay the amount specified by the Airline.)
2. Passenger may carry one Baggage in the cabin at no cost suitable for placing in closed overhead rack or under Passenger seat on the Passenger's custody, with maximum three dimensions of not more than 115 cm (50*30*35cm) and weight of not more than 10 kg.
3. Baggage exceeding such maximum dimensions and/or weight will be carried as Checked Baggage. If the Passenger rejects this, Carrier may refuse to carry that Passenger or his/her Baggage.
4. The provisions in Section 1 and Section 2 of this Article and ARTICLE 31 will also apply to Infant or Child paying child fare.
5. With regards to Infant specified in Section 1 of ARTICLE 16 (Free of charge and discount) of this General Conditions of Carriage, this article and ARTICLE 31 (Carried in Cabin) shall not be applicable. However, one fully foldable stroller/push-chair or infant's carrying basket or infant's car seat may be carried as Checked Baggage.

ARTICLE 31 CARRIED IN CABIN

1. In addition to the Passenger's free baggage allowance specified in Section 3 of ARTICLE 30 (Free baggage allowance), the belongings listed below may be carried in cabin by the Passenger when retained in the Passenger's custody.
 - A. One laptop computer
 - B. One briefcase
 - C. One handbag or cosmetic bag
 - D. One overcoat or blanket or wrap
 - E. Infant's food for consumption during the flight
 - F. One pair of crutches, braces and the prosthetic devices for the physically handicapped Passenger's use
 - G. One small camera or camcorder
2. Any other belongings which are not stipulated in Section 1 of this Article shall not be carried in cabin, unless otherwise permitted by the applicable laws, government orders or the Airline's

ARTICLES and regulations.

ARTICLE 32 EXCESS BAGGAGE CHARGES

1. Any weight of Passenger's Baggage in excess of the allowable weight limit as provided in ARTICLE 30 (Free baggage allowance) shall be subject to Excess Baggage charge established by the Airline. The Airline shall issue a receipt and Baggage Claim Tag.
2. When determining total weight of Excess Baggage, a weight of 0.5 kilogram or more shall be round up 1 kilogram, and a weight less than 0.5 kilogram shall not be counted.
3. Special baggage such as sports equipment is subject to a separate charge specified by Eastar Jet.

ARTICLE 33 REFUND OF EXCESS BAGGAGE CHARGES

1. In the event the Passenger cancels the unused flight as well as the Carriage of his/her Checked Baggage until 30 minutes before the departure time of the flight, the full amount of Excess Baggage charge paid will be refunded.
2. If the Passenger cancels the Carriage of Baggage after the time limit provided above or requests delivery of Baggage at an intermediate point, the Airline shall be under no obligation to refund the Excess Baggage charge paid, except where the Airline fails to fulfill part or the entire contract of Carriage with the Passenger.

ARTICLE 34 EXCESS VALUE CHARGE

Eastar Jet shall not provide Excess Value Charge service. The Passengers who request this service may be refused to be carried.

ARTICLE 35 CARRIAGE OF SPECIFIC ANIMALS

1. In addition to the Passenger's free baggage allowance, a seeing-eye dog accompanied by a blind passenger or hearing dog accompanied by a deaf passenger may be carried in cabin free of charge, subject to following conditions.
 - A. Such animal must be accompanied by the Passenger and must not occupy a seat.
 - B. Such animal must not cause discomfort, inconvenience or hazard to other Passengers.
 - C. The Airline shall not be liable for the death, wounding or illness of such animals during the flight unless such damages was caused by the willful misconduct or negligence of the Airline.
 - D. The Passenger accompanying such animal shall be wholly liable for the damages to other Passengers or property caused by the animal.
2. Pets accompanied by the Passenger will only be carried as Carry-on Baggage, subject to the following conditions.
 - A. Pet(s) accepted for Carriage shall be limited to such domestic animals as dogs, cats and birds.
 - B. The pet must be retained in a separate container at the time of delivery for Carriage and during the flight.
 - C. The Airline shall not be liable for the death, wounding or illness of such animals; unless it is proved that the damage was caused by the willful misconduct or negligence of the Airline.
 - D. The Passenger is wholly responsible for any damage caused by his/her animals to other Passengers and property.

E. The total weight of pet and its container shall be subject to separate charges, irrespective of the Passenger's free baggage allowance with regards to pet whose Carriage has been accepted in accordance with this ARTICLE.

F. The Passenger requesting for the Carriage of animal has to notify the Airlines in advance on the required items and if not, the Carriage may be refused.

ARTICLE 36 DELIVERY OF CHECKED BAGGAGE

1. Checked Baggage shall be delivered to a person who holds the Baggage Claim Tag only when the tag, issued by the Airline, is returned to the Airline.

2. The Baggage will be delivered at the point of destination specified in the Baggage Claim Tag. However, upon request from the person who holds the Baggage Claim Tag, Carrier may deliver Checked Baggage at the place of departure or at an intermediate stopping place, if time and other circumstances permit to do so.

3. The Airline shall not be obligated to ascertain whether the holder of Baggage Claim Tag is the person who is entitled to the delivery of such Baggage, and shall not be liable for any damage caused to the Passenger as omission of such ascertainment.

4. At the time of Baggage delivery by the Airline in accordance with this Article, the Baggage is deemed to be delivered properly in good condition in accordance with the carriage contract, unless the person who holds the Baggage Claim Tag objects to the delivery in writing under proper process.

ARTICLE 37 LOST BAGGAGE CLAIM TAG

In the event that the Passenger has lost the Baggage Claim Tag, the Airline may deliver the concerned Baggage only on the condition that such person is acknowledged as the rightful person thereto and that such person shall furnish adequate security to indemnify the Airline and be liable for any damage incurred by the Airline which may arise out of such delivery.

ARTICLE 38 DISPOSAL OF UNDELIVERED BAGGAGE

In the event that Baggage is unclaimed within one week after its arrival at the destination, the Airline may dispose of the Baggage as the Airline considers to be appropriate. Fish or other perishables may be disposed of if unclaimed within 48 hours after its arrival at the destination.

CHAPTER 4 LIABILITY OF AIRLINE

ARTICLE 39 LIABILITY OF AIRLINE

1. The Airline shall be liable for the death or injury of the Passenger, only when the accident that causes the damage took place on board the aircraft or in the course of operation for embarking or disembarking. However, the responsibility of the Airline may be exempted or reduced in the event that Commercial Act Article 898 is applied.

2. The Airline's liability for compensation cannot be exempted or restricted up to 128,821 SDR per Passenger for damages of the Section 1 of this Article.

3. With regards to damages that exceed 128,821 SDR per Passenger for damages of Section 1,

the Airline may not be liable for compensation if one of the following items is proven.

A. That the damage has not been caused by the negligence of the Airline or its user or agent or by other illegal act or omission; or

B. That the damage was solely caused by a third party's negligence or other illegal act or omission.

4. With regards to damage arising from the loss or damage of Checked Baggage, the Airline shall be liable only when the fact that the cause of the said damage so sustained took place during the period such Checked Baggage was on flight or under the charge of the Airline.

However, in the event the said damage has been caused by the unique flaw, special qualities or hidden defect of the Checked Baggage, Airline shall not be liable within the said range.

5. With regards to damage arising from the loss or damage of unchecked Baggage, the Airline shall be liable only in the event the said damage has been caused by oneself or the intentional negligence of its user or agent. Assistance provided by the Airline employee to the Passenger in the process of handling the unchecked Baggage is service for the Passenger in courtesy.

6. The Airline shall be liable for damages caused by the delay of Baggage delivery. However, the said liability shall be exempted if it is proven that the Airline itself and its user and Agent took all measures demanded reasonably to prevent damage or that it was impossible to take such measures.

7. The Airline shall not be liable for damages with regards to the Passenger's Baggage in which the content of the Passenger's Baggage has contributed to the damage. However, in case other Passenger's Baggage or the Airline's property has been damaged due to the goods of the Passenger, the concerned Passenger shall compensate the Airline for all the losses and expenses incurred to the Airline.

8. The Airline's compensation for damage following Section 4 or Section 6 shall not exceed the limit specified in the Commercial Act (1,288 SDR per Passenger) and the maximum amount of the Airline's compensation shall not exceed the actual price of the Baggage concerned in any case whatsoever.

9. In the event that it has been proven that damage has been caused intentionally by the Airline or its user or Agent or by reckless act or omission while it has been acknowledged that there may be risk of loss, damage or delay of Baggage, Section 8 shall not applicable.

10. The Airline shall not be liable for direct or indirect damages that have been caused by complying with the law, government regulation, order or requirement, reasons uncontrollable by the Airline or Passengers who have not complied with the law.

11. The place of payment for compensation in relation to the Airline's responsibility shall be the head office of Eastar Jet Airlines Co., Ltd located in Seoul, the Republic of Korea.

12. The exchange rate of SDR shall be based on the valid exchange rate on the final court ruling date and as for the compensation determined in a way other than the litigation, the exchange rate of the day the agreement has been reached shall be applied.

ARTICLE 40 NOTIFICATION RELATED TO PARTIAL LOSS OR DAMAGE OF CHECKED BAGGAGE

1. When the Passenger discovers partial loss or damage of Checked Baggage, its summarized details shall be notified to the Airline in writing or via electronic document immediately after receiving the Checked Baggage. However, in the event the said loss or damage was unable to be discovered immediately, the notice shall be made within 7 days after the Checked Baggage has been received.
2. In the event the Checked Baggage has been delayed, the Passenger has to raise an objection within 21 days from the day the Checked Baggage can be disposed of.
3. In the event that there is no notification stipulated in Section 1, it shall be deemed that the Checked Baggage has been delivered to the Passenger without loss or damage.
4. In the event that there is no notification or objection within the time period stipulated in Section 1 and Section 2, the Passenger may not file a suit against the Airline.

ARTICLE 41 PASSENGER'S LIABILITY TO CARRIER

Any Passenger, who caused damage to Carrier by his negligence or willful misconduct, or by his failure to comply with these Conditions of Carriage and the ARTICLES and regulations established thereunder, shall be liable to Carrier for such damages.

ARTICLE 42 TIME LIMITATION ON ACTIONS

As for the lawsuit related to the responsibility of the Carrier shall be brought within 2 years from the date of the Passenger's arrival at the destination, the date the aircraft have arrived or the date on which the Carriage has stopped, whichever is the latest, regardless of its claim bases, and the Passenger's the cause of action will be extinguished thereafter.

ARTICLE 43 ORIGINAL COPIES OF CONDITIONS OF CARRIAGE

The original copies of Carrier's Conditions of Carriage for Domestic Passenger and Baggage shall be those published in Korean language.

ARTICLE 44 MARGINAL HEADINGS

Marginal headings of each ARTICLE in these Conditions of Carriage are for the purpose of reference only and shall not constitute a part of these Conditions of Carriage.